



The School District of St. Lucie County

Purchasing Department

329 N.W. Commerce Park Drive

Port St. Lucie FL 34986

Voice – (772)336-6980 Fax – (772)336-6985

Request for Proposal (RFP)

REQUIRED RESPONSE FORM

Page 1 of 26 Pages

PROPOSALS WILL BE OPENED Wednesday May 27th, 2009 @
3:00 pm and may not be withdrawn within 90 days after such date
and time.

PROPOSAL NO.

09-26

MAILING DATE:

4/28/09

PROPOSAL TITLE:

Rapid Recovery Services for Indoor Air Quality

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA
CODE:

TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

INTERNET EMAIL ADDRESS:

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). 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. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6C5-6.008(2)(f).

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire 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 District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

Public Domain

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 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. **REQUEST FOR PROPOSAL***

This RFP, General Conditions, Instructions o Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this RFP to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Proposals will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All proposals shall be submitted in sealed envelopes, mailed or delivered to the School District of St. Lucie County, Purchasing Department, 329 N.W. Commerce Park Drive, Port St. Lucie FL 34986. Outside of envelope shall plainly identify proposal by: **PROPOSAL NUMBER, TITLE and TIME and DATE OF PROPOSAL OPENING** using the label provided. It is the sole responsibility of the bidder to ensure their proposal reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of proposals for acceptance of its proposal by the Board.

AWARDS: In the best interest of the District, the School Board reserves the right to reject any and all proposals and to waive any irregularity or minor technicalities in proposals received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this proposal shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED PROPOSALS: Four copies of this executed RFP page and Proposal Summary page(s) must be returned with the RFP in order for the proposal to be considered for award. All proposals are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this RFP shall be reason for termination of contract.

1. **EXECUTION OF RFP:** RFP must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All proposals must be completed in ink or typewritten. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 66-00-017186-53C and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
- B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
- D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.
- E. **CONDITIONS AND 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 the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- F. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
4. **DELIVERY:** Unless actual date of delivery is specified, 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 (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or

contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **PROPOSAL ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this proposal, prior to use or delivering any chemical or toxic substance item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). Material safety data sheet shall also be provided to the facility where the chemicals are to be used. The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
19. **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 bidder will in no way be a cause for relief from responsibility.
20. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.

1. PURPOSE

The School District of St. Lucie County, Florida is seeking to solicit proposals from qualified vendors to provide indoor air quality services which include rapid response and recovery for water impacted building materials, HVAC services, mold mitigation and drywall repair. The contractor must have the ability to respond to the designated work location within two hours of being called.

2. AWARD

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. However, it shall be the School District's sole determination on whether more than one Contractor will be used at any given time. Each Contractor shall ensure that they fully cooperate with the other Contractor(s) and the School District's personnel in the performance of this contract.

Award shall be based upon a responsible Offeror(s) 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 Offeror's proposal.

3. CONTRACT PERIOD

The initial contract period will be from time of award for one (1) year with the option to renew the contract for three (3) additional one year periods. The contract may be renewed, by mutual written agreement between the parties

Any order (which shall include notices to proceed and other work orders) issued during the effective date of this contract period, but not completed within that time frame, shall be completed by the contractor within the amount of time specified in the document.

4. CALENDAR OF EVENTS

Tuesday April 28th, 2009
Friday May 15th, 2009
Wednesday May 27th, 2009

Release date
Question Deadline – 5:00 PM
Submittal of Proposal Deadline - 3:00 PM

5. INSTRUCTIONS TO PROPOSERS

Submission of Sealed Proposals:

All firms interested in being considered for providing indoor air quality services to The School District of St. Lucie County, Florida are required to submit a written sealed proposal addressing all criteria listed in this proposal.

Proposal must be submitted prior to 3:00 P.M. on Wednesday May 27th, 2009 to the following location:

School District of St. Lucie County, Florida
Purchasing Department
329 N.W. Commerce Park Drive
Port St. Lucie FL 34986

Proposals are to be packaged, sealed and signed (Required Response form page 1), and submitted to the address shown above and clearly marked on the outside of the envelopes and/or packages.

A. TITLE PAGE

Show the Bid number, subject, the name of the bidders, address, telephone number and the date.

B. Request for Proposal

(Required Response Form, page 1 of RFP) with all required information completed and all signatures as specified.

C. LETTER OF TRANSMITTAL

A narrative letter which profiles the background experience and qualifications of the firm, include a clear delineation of your in-house capabilities from those that are outsourced.

D. PROFILE AND QUALIFICATIONS

1. Experience and Qualifications of the Firm

- a. Briefly state the understanding of the proposer regarding the work to be done and make a positive commitment to perform the work within a specified delivery schedule as outlined in your proposal.
- b. State whether the proposer is local, regional or national.
- c. Give the location of the office from which the work is to be done.
- d. Describe the experience of the proposer preferably with school districts and other state agencies within the State of Florida including knowledge of industry, ability to provide service and the ability to deliver rapid recovery services in an emergency situation.
- e. Provide at least three references from other Florida school districts or similar agencies (preferred) for work similar to that contemplated by this RFP.
- f. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be responsible for service. The individual identified shall be available within 2 hours notice by telephone to accomplish the following:
 1. Attend meetings.
 2. Respond to telephone calls.
 3. Respond to specific inquiries.
 4. Coordinate resources to respond to the emergency at hand
- g. Provide proof of your company's insurance.
- h. Provide appropriate documentation that evidences the financial viability of the company including your corporate structure to perform the services as outlined herein. The most recent three years of audited reports is preferred (Please note:

One set of financials in a separate envelope is preferred with only the listing of its contents in this section.

- i. Please provide any and all legal counsel that you have had to obtain to seek remedy for services rendered and the circumstances surrounding those issues. Also, give a brief description of all lawsuits that are pending/filed against the proposer over the last three years. If no lawsuits are pending/filed state that fact in your response.

6. PROPOSERS QUESTIONS

Proposers shall address any questions regarding this solicitation directly to the Purchasing Department, Allen Lee at lee2a@stlucie.k12.fl.us. Questions shall be in writing to the email address given or by fax (772-336-6985), referencing the proposal number and opening date. Questions will be accepted until 5 pm on Friday May 15th, 2009. All questions submitted will be answered in writing by an addendum. The School District of St. Lucie County will not be bound by any verbal information or by any written information that is neither contained within the solicitation documents or formally noticed and issued by the Purchasing Department.

7. ADDENDA

A written addendum may be issued prior to the bid/proposal opening, which may modify, supplement or interpret any portion of this Request. No verbal or written information from other sources are authorized as representing the School District of St. Lucie County.

8. PROPOSAL PREPARATION EXPENSES

The School District is not liable for any costs incurred by a proposer in the preparation of their proposal or for any services or work performed prior to the issuance of a contract.

9. ADDITIONAL INFORMATION

Inquiries and/or additional information regarding basic proposal procedural requirements may be obtained from:

Allen Lee, Purchasing Agent and Warehouse Supervisor
329 N.W. Commerce Park Drive
Port St. Lucie FL 34986
Telephone: (772) 336-6980
Fax Number: (772) 336-6985, E-mail: lee2a@stlucie.k12.fl.us

These questions will not necessarily be answered in the form of an addendum if there is no impact on other potential proposers. **Email questions are preferred.**

10. ADDITIONAL DATA

Give any additional information considered essential to the proposal in this section; such as expenses/fees, internal controls, or other related areas as well as any other options, features, or ideas that may improve efficiencies. If there is no additional information to present, state in this section "There is no additional information that we wish to present."

11. PAYMENT TERMS

The District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act. Payment will not be processed until the following occurs:

The Contractor will bill the School District after all documentation is provided for work received and the insurance adjuster has signed off on the work that has been completed. Therefore, invoices to the District MUST include the following to permit verification of prices and expedite payment. Every invoice MUST list the items below where applicable at a minimum. If the adjuster requires further documentation the contractor will provide that information in a timely fashion in order to obtain payment. No work is to be done without a Purchase Order.

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of completion.
3. Itemized description by room and/or building number (depending on the size of the project) and the requirements of the insurance adjuster as this is how the deductible is applied.
4. Name and address of the location where service was completed.
5. Daily activity log to include personnel, location, services performed and quantities (i.e., sq. feet of material removed, number of chairs/desks cleaned, etc.)
6. Daily sign-in sheets by craft and by site
7. Photo documentation
8. List of staff receiving per diem or other reimbursement
9. Daily equipment use and operation log to include room numbers, unique numbering for individual pieces of equipment and hour meter readings
10. Documentation of periodic inspection to confirm operation of equipment
11. Hourly invoices to include material expenditures. No lump sum invoiced will be accepted. All invoices will be itemized.
12. "Not to exceed" purchase orders shall require prior written approval from School District personnel before adjustments can be made.
13. No work is to be done without written authorization of the Assistant Superintendent for Business Services, The Purchasing Agent or the Director of Facilities

Improper invoice documentation provided by the vendor may delay payments; the School District will not be held accountable for these delays.

All original invoices must be mailed to the Accounting Department, 204 Okeechobee Road Fort Pierce, Florida 34947 and a copy to the requesting department, as listed on the right top corner of the purchase order.

The successful contractor must have sufficient financial capacity, working capital and other financial, technical and management resources to perform the contract.

Where incremental billings for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

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.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will 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 will be (hereupon be closed) any and other further charges if not properly included on this final invoice are waived by the Contractor.

12. FEDERAL AND STATE TAX

The School District is exempt from payment of Florida State Sales and Use Taxes. The School District will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the School District, nor is the Contractor authorized to use the School District Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employee PICA and Social Security benefits.

13. INSURANCE REQUIREMENTS:

Proof of the following insurance will be furnished by the awarded bidders to the School District of St. Lucie County by Certificate of Insurance. **THE SCHOOL DISTRICT OF ST. LUCIE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the St. Lucie County School District's Purchasing Department that originated the contract, and approved 30 days prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the St. Lucie County School District via certified mail in the event of cancellation of insurance. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department, but in any event at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Chapter 440, F.S., Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMPREHENSIVE GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for

the life of the contract/agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

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

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

- D. **PROFESSIONAL LIABILITY:** The awarded bidder 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 \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the St. Lucie County School District and each officer, agent and employee of the St. Lucie County School 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 bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

14. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, 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 St. Lucie County School District to enforce this agreement shall be borne by the contractor.

Awardees(s) recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

15. ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible at the Contractor's local place of business to the School District, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to insure that all required records are provided to the School District at the Contractor's expense. The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.

16. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the Contractor agree that this RFP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

17. MONITORING CONSULTANT

The School District may employ the services of an indoor air quality consultant to provide oversight of the contractor's operations. In this capacity, the consultant acts as the School District's agent and has authority to act in its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

18. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the School District.

Proposer is to list all in-house staff capacity and qualifications of each staff member

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The School District may require, in writing, that the Contractor remove from the contract any employee the School District deems incompetent, careless or otherwise objectionable. All contractors personnel shall be required to comply with the Jessica Lunsford Act as applicable to their work activities and location.

Any changes or substitutions in the Contractor's key personnel must be made known to the School District's representative and written approval must be granted by the School District before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

19. SCOPE OF SERVICES

The School District is requesting the services of a qualified and experienced indoor air quality service company, Contractors that can provide professional technical services in the response, recovery, and mitigation phases of any emergency situation as required by the School District. The Contractor shall be responsible for the performance of all of the requirements of this scope of services as ordered by the School District. Response time shall be deemed as having a Contractor's representative physically present at the School District's Operations Center within two (2) 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, or after any potential or actual disaster situation or emergency. The Contractor shall provide for the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for recovery situations, as ordered on an as needed basis. The Contractor must have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.

Upon request from the School District, the Contractor shall be responsible for management, staff augmentation and support capabilities including, but not limited to consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, deployable; personnel, and major end items and Development of Operational Procedures for Logistical Staging areas, base camps, comfort stations, food and lodging.

20. INITIAL ON-SITE PROCEDURES

Direction of coordinated activities upon arrival at site will be between a chosen representative of the contractor's firm and one designated employee with the School District of St. Lucie County in conjunction with the adjusting firm as appointed by the insurance carrier. The School District will have in place emergency PO numbers that will be referenced for the first days of activities based on the need for quick response.

21. DOCUMENTATION MANAGEMENT AND SUPPORT

1. Assist the School District in preparation of reports for reimbursement, including training of School/Department employees and review of documentation prior to submittal.
2. Work closely with School District personnel to insure that all supporting data meet each agency's requirements for reimbursement eligibility.
3. Complete and submit School District provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for reimbursement.

22. SPECIFIC SERVICES

(1) Investigation and Assessment – The contractor shall have sufficient staff, equipment and training to conduct investigations following an impact event. Assessments shall be conducted and documented to identify location and extent of impact along with remediation recommendations.

(2) Drying Services – The contractor shall have sufficient personnel and equipment to support drying efforts on an as needed basis. Drying activities may include water extraction with vacuums, dehumidifiers, desiccant dryers, air movers and other devices. Assessments of school district buildings shall be conducted by school district personnel or contractors to determine the extent of impact and drying requirements following the impact event. The drying contractor shall assist in the building assessment one drying has begun to determine when drying is complete. The contractor shall provide equipment suitable for assessing when the drying is complete. The contractor shall provide sufficient personnel to monitor the drying equipment and assure its proper/continuous operation. The contractor shall also be responsible for providing or securing services for fuel to operate their equipment as appropriate.

During the drying activity all efforts must be made to direct water from drying equipment to drains or the exterior of the building. In the event the water can not be discharged into a drain or to the exterior, a minimum of one 35-gallon leak free collection container shall be provided for each dehumidifier. The contractor shall be responsible for establishing a schedule for emptying the collection containers to prevent overflow.

Equipment use and location shall be documented by the contractor to include school name, description of equipment, number of units used, dates used and the room location where the equipment is used. Awarded contractor is to also list the equipment that will need to be provided by other contractors working under the contractor.

Content cleaning and drying

Content packing

Document restoration

23. WASTE DISPOSAL

The Contractor shall collect, transport and dispose of waste and debris generated by their activity in accordance with all applicable federal, state and local laws, standards and regulations as directed by the School District. The coordination for waste and debris removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the Contractor.

24. CLOSURE and REMEDIATION

Within thirty (30) days after notice by the School District, the Contractor shall cease activities and remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the work location. The Contractor is responsible for the reclamation and remediation of the work site to its original state which shall be subject to the School District's final acceptance.

25. CREW/EQUIPMENT REQUIREMENTS

The contractor shall supply a equipment list and staffing availability to support the activity they are submitting for. The equipment list shall provide any special conditions for the installation or operation of the equipment.

The Contractor shall have at least one Rapid Response crew. The crew shall all consist of one plus the minimum crew specified. The crew will respond to urgent requirements as directed by the School District and shall begin operation within one (1) hour after NTP.

26. CLAIMS RESOLUTION

The Contractor shall respond in writing to each location in a timely manner after claim is lodged with a copy to the School District's designated representative. All claims shall be resolved by the Contractor within a timely manner.

The following claims process is applicable; each Contractor will submit all resolved claims to the School District's designated representative. The Contractor must attest to the following:

- To the best of the Contractor's knowledge all data offered by the claimant must support that the claim is accurate and complete.
- The claims amount accurately reflects the claimant's actual incurred costs.
- All records and claims of records shall be put into a spread sheet and submitted every thirty (30) days this is to include all paid claims and all outstanding claims and if any claim is over thirty (30) days a reason to its delay.
- No claims are to be paid unless a valid claim was submitted to the School District's designated representative.

27. OVERTIME LABOR RATES

Overtime labor rates shall be paid in accordance with U.S. Department of Labor Standards.

28. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this contract, an independent Contractor, and not an employee, agent or servant of the School District. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the School District shall be that of an independent Contractor and not as employees or agents of the School District.

The Contractor does not have the power or authority to bind the School District in any promise, agreement or representation other than as specifically provided for in this contract.

29. CONTINGENT FEES

The Contractor warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award.

30. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.
- F. Select and award the contract to the responsive bidder providing the best value to the School District.
- G. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the contractor to amend the contract.

31. CANCELLATION OF AWARD/TERMINATION

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District reserves the right to terminate any contract resulting from this proposal, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.

The successful proposer(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by the successful proposer(s) may result in removal from bidders/proposer list for a period of three years.

32. DEFAULT

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

33. MINOR PROPOSAL EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

34. NON – EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

35. LEGAL REQUIREMENTS

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

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

36. CONFLICT OF INTEREST

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

37. PUBLIC RECORDS LAW

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

38. PERMITS AND LICENSES

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

39. 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 unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

40. 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 subproposers requires prior School District written approval.

41. INDULGENCE

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

42. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

43. 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 District.

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

44. TERMINATION OF CAUSE

The School District reserves the right to immediately terminate the contract by providing written notice to the contractor(s) if the School District determines any of the following have occurred:

- a. The contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
- b. The contractor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
- c. The performance of the contract is substantially endangered by the action or inaction of the contractor, or such occurrence can be reasonably anticipated.
- d. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

45. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

46. CONTRACT VARIANCES AND EXCEPTIONS

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal Use additional sheets if needed.

47. JESSICA LUNSFORD

All vendors must comply with the requirements of the Jessica Lunsford Act. Failure to follow these guidelines will result in the termination of the vendor's services. All vendors must sign Attachment E indicating that they understand and will adhere to these requirements.

48. COST PROPOSAL

There are two categories that are addressed under this section. Please fill out the cost proposal category that pertains to your services.

CATEGORY A

Firms responding to this category will need to be a "turn-key" operation, providing investigation, defining scope of work, and putting together a team to remediate and correct the indoor air quality problems. Companies may be required to testify in legal proceedings and should be able to interpret medical evaluations and the relationship to indoor air quality complaints. Bidders submitting under this category should have staff able to perform indoor air quality investigations and provide corrective recommendations. Bidder under this

category should have staff or subcontractors to perform corrective actions that would be all encompassing including services under category B.

CATEGORY B

Bidders responding to this category will need to provide to the School District with services that include corrective actions needed and identified by School District staff or firms awarded from category A. School District staff will provide scope of work. These services are to include drying services for water impacted building materials, HVAC services, mold mitigation, drywall repair and painting and general cleaning.

PRICE PROPOSAL: Identify which category you are responding to, A or B from above.

Category_____

Attach a price list for all personnel and/or services to be provided under this contract. In addition, fill in the blank for the following, IF and ONLY IF your firm or subcontractor provides that item.

- | | |
|--|---------------------------|
| 1.Certified Industrial Hygienist - hourly rate | \$_____ |
| 2.Certified Indoor Air Quality Manager- hourly rate | \$_____ |
| 3.Certified Indoor Air Quality Professional-hourly rate | \$_____ |
| 4.Environmental Cleaning/Remediation Technician- hourly rate | \$_____ |
| 5.Electrician-hourly rate | \$_____ |
| 6.Plumber-hourly rate | \$_____ |
| 7.HVAC technician- hourly rate | \$_____ |
| 8.Drywall finisher- hourly rate | \$_____ |
| 9.Carpenter-hourly rate | \$_____ |
| 10.Removal of moldy drywall- hourly rate | \$_____ |
| 11.Use of dehumidifier- daily/weekly rate | \$_____ |
| 12. Use of desiccant dryer- daily/weekly rate | \$_____ |
| 13. Use of air mover- daily/weekly rate | \$_____ |
| 14.Use of air scrubber- daily/weekly rate | \$_____ |
| 15.Use of negative air machine | \$_____ |
| 16.Room cleaning - hourly rate | \$_____ |
| 17.Air handler cleaning- hourly rate | \$_____ |
| 18.Furniture moving- hourly rate | \$_____ |
| 19. Removal of moldy drywall with containment - per square foot* | \$_____ |
| 20. Removal of moldy drywall without containment-per square ft* | \$_____ |
| 21. Mold cleanup with containment - per square foot* | \$_____ |
| 22. Mold cleanup without containment - per square foot* | \$_____ |
| 23. Room cleaning - per square foot* | \$_____ |
| 24. Drywall replacement - per square foot* | \$_____ |
| 25. Removal of water damaged drywall - per square foot* | \$_____ |
| 26. Large desiccant dryers (i.e., 5000 CFM, 15000CFM) daily/weekly rate | \$_____ |
| 27. Power Sources (generators i.e., 320KW, 750 KW, 1000KW) | daily/weekly rate \$_____ |
| 28. Document restoration (i.e., freeze, dry, clean, etc...)(per page/cubic foot) | \$_____ |
| 29. Daily rates for contractor's staff by discipline | \$_____ |
| 30. Mark-up over any services not listed above. | \$_____ |
| 31. Cleaning and Boxing of contents (hourly rate) | \$_____ |

32. Floor Coverings per square yard

Price for the removal of the following floor coverings:

- | | | | |
|----|----|-------|-----------------|
| 1. | \$ | _____ | Carpet |
| 2. | \$ | _____ | VCT tile |
| 3. | \$ | _____ | Sheet Vinyl |
| 4. | \$ | _____ | Hardwood floors |

Vendor will be required to submit cost documentation in order to verify mark-up listed
*per square foot pricing must include all labor, materials, containment (when required), clean up and disposal.

All equipment normally used in investigation, remediation or cleaning is included in hourly rates and per square foot rates identified above.

Much of the work will be performed after hours and on weekends during unoccupied times. There will be no additional allowance for mileage, holiday or weekend work. Travel will be included in overall pricing.

Bidder is also to provide a fee schedule for all personnel and services that may be used in the performance of this contract that is not listed above.

Signature _____ Date _____

49. FIRM CAPABILITIES

Check which of the following services your firm has experience in and can provide to the District or which services would be subcontracted.

1. Perform Indoor Air Quality investigations.	Experience_____	Subcontract_____
2. Develop Scope of Work for corrective action projects.	Experience_____	Subcontract_____
3. Evaluating HVAC systems.	Experience_____	Subcontract_____
4. Repairing/cleaning HVAC units and ducts.	Experience_____	Subcontract_____
5. Mold mitigation of building materials.	Experience_____	Subcontract_____
6. Replacement/repair of building materials.	Experience_____	Subcontract_____
7. Laboratory services	Experience_____	Subcontract_____
8. Cleaning (room surfaces, furnishings, drop ceilings)	Experience_____	Subcontract_____
9. Furniture moving & storage	Experience_____	Subcontract_____
10. Medical review and analyses	Experience_____	Subcontract_____
11. Servicing Air Handler Units	Experience_____	Subcontract_____

Do you have:

a. Professional engineer on staff? (list areas of expertise)	YES	NO
b. Certified Industrial Hygienist on staff?	YES	NO

Staffing Availability: Number of People

1.Certified Industrial Hygienist	_____
2.Certified Indoor Air Quality Manager	_____
3.Certified Indoor Air Quality Professional	_____
4. Environmental Cleaning/Remediation Technician	_____
5.Electrician	_____
6.Plumber	_____
7.HVAC technician	_____
8.Drywall finisher	_____
9.Carpenter	_____
10. Others (list) _____	_____

50. EVALUATION CRITERIA

The evaluation of proposals will involve scoring each proposal on a 100 total point basis, weighted in the following areas listed in order of importance, with respect to the requirements as outlined in this document:

I.	Technical Capabilities	25%
II.	Experience and Qualifications	35%
	A. Support	
	B. Certifications (if applicable)	
	C. Reliability	
	D. References	
III.	Cost	35%
IV.	Responsiveness to RFP	5%

EVALUATION FACTOR 1: TECHNICAL CAPABILITIES

(25 points)

The Contractor's proven expertise and capability to provide the services outlined in the Scope of Work in the manner as shown in this Request for Proposal will be reviewed. This will include, but not be limited to, proven ability in indoor air quality remediation in emergency situations, the training and expertise of technical personnel, response to service needs, mobilization of equipment. Other factors to be considered in this section are the proposer's resources which will be verified, including professional expertise of supervisors, technicians, financial, manpower, equipment and its ability to utilize them efficiently and effectively to perform services at acceptable levels of quality and timeliness of completion of request for services and professional service personnel available.

EVALUATION FACTOR 2: EXPERIENCE AND QUALIFICATIONS

(35 points)

The Contractor's ability to meet all of the requirements regarding licensing, insurance will be considered by the Committee. This review will include the Contractor's ability to retain contracts without legal issues, perform satisfactorily within each contract, to meet all of the overall demands set forth by this RFP. Additionally, the Contractor's ability to remain current on all industry standards and improving trends and discipline will be considered in this portion of the evaluation. Contractor's performance based on references may be reviewed and evaluated, particularly in areas of responsiveness, ability to provide service, contractor's resources available to the School District for this contract.

EVALUATION FACTOR 3: COST

(35 points)

The Contractor's ability to provide a competitive, complete, comprehensive and economical project pricing considering all of the activities outlined in requirements as set forth in the Specifications and Contract Requirements will be evaluated in this section. This factor, combined with the Proposer's ability to present cost-saving programs to the School District to increase effectiveness and control costs, will be considered in this area of the evaluation.

EVALUATION FACTOR 4: RESPONSIVENESS (5 points)

Presentation of RFP in relation to providing all that was requested of this RFP.

CRITERIA FOR AWARDED POINTS SECTIONS:

EXCELLENT RESPONSE: 85% TO 100% OF THE MAXIMUM SCORE.

GOOD RESPONSE: 75% TO 89% OF THE MAXIMUM SCORE.

FAIR RESPONSE: 65% TO 79% OF THE MAXIMUM SCORE.

POOR RESPONSE: 0 TO 69% OF THE MAXIMUM SCORE.

Rounding will be to the nearest tenth of a point. In determining whether a response is excellent, good, fair or poor a reviewer may use a combination of an "absolute" approach and a "comparative" approach. Example: If two firms are competing on the basis of relevant experience, and one has 15 years experience while the other has 16, the reviewer may score both as excellent, with the same number of points, because 15 or 16 years is "absolutely" excellent. However, the reviewer might feel that 8 years versus 16 represented an 85% "excellent" versus a 100% "excellent."

ATTACHMENT A

DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.
5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
6. **REQUEST FOR PROPOSAL (RFP)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
9. **SCHOOL DISTRICT** means the St. Lucie County School District, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.
12. **C&D** - Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, etc.

15. **Eligible Debris** - All debris resulting from the incident required to be removed, hauled and disposed of including, but not limited to the requirements listed Scope of Services.
16. **EOC** - Emergency Operations Center
17. **FEMA** - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.
18. **HTW** - Hazardous and/or Toxic Waste including, but not limited to mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, bio-hazardous material, any oil or fuel not intended to be used or recycled, etc.
19. **Incident** - Each disaster for which a NTP is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Contractor will not be paid for mobilization unless additional TDSRS'S are required due to the subsequent incident.
LSA - Logistical Staging Area, School District designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.
20. **Monitoring Consultant** - The Consultant under contract with the School District to provide oversight and management of disaster recovery and debris removal of the Contractor.
21. **NTP** - Notice to Proceed, official written notice from an authorized School District official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.
22. **Project Manager** - The individual with the overall responsibility of directing and managing the CONTRACTOR'S disaster recovery and debris removal activities.
23. **TDSRS** - Temporary Debris Storage and Reduction Site(s), located at various points within the School District for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency. Schools will be the primary TDSRS however there could be locations around administration buildings that could be designated at TDSRS sites if warranted.
24. **Work Sites** - Any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Sites.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT C

STATEMENT OF NO RESPONSE

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing Department, School District of St. Lucie County, 329 N.W. Commerce Park Drive, Port St. Lucie FL 34986.** (Please print or type, except signature)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond because of the following reasons:

_____ We do not offer this service or the equivalent.

_____ Insufficient time to respond to the RFP.

_____ Remove our name from this proposal list only.

_____ Our schedule would not permit us to perform.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT D

Please submit a list of at least three (3) references. Higher point awards will be given to school district references.

1. CLIENT REFERENCES

Client Name_____

Address_____

City_____ **State**_____ **Zip Code**_____

Telephone_____ **Fax**_____

Client Contact Person_____

Client Name_____

Address_____

City_____ **State**_____ **Zip Code**_____

Telephone_____ **Fax**_____

Client Contact Person_____

Client Name_____

Address_____

City_____ **State**_____ **Zip Code**_____

Telephone_____ **Fax**_____

Client Contact Person_____

PROCEDURES FOR PRINCIPALS REGARDING THE IMPLEMENTATION OF THE REVISION TO THE JESSICA LUNSFORD ACT 07/01/2007 – ATTACHMENT E

The Jessica Lunsford Reform Act (SB 988) was signed by Governor Crist on June 20, 2007 and makes significant changes to our current procedures effective July 1, 2007 as outlined below.

What is the same?

Effective July 1, 2007 except as provided by Florida Statute 1012.467 or 1012.468 contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school.

Once these individuals have been cleared with a level 2 screening they will be given a yellow contractor identification card indicating they are a contractor cleared for access to a school campus. They must check in at the school's main office or if part of a construction crew a supervisor must submit a listing daily of employees working on site to the school secretary.

We will still accept clearance cards from Martin, Indian River and Okeechobee County School Districts.

Contractors will be informed via their contracts with the district of their responsibility to insure employees working on our campuses are in compliance with the requirements of the Jessica Lunsford Act.

What is different?

Certain classifications of employees are exempt from level 2 screening but must have a sexual offender clearance. The exceptions are listed below:

1. Contractors who are under the direct supervision of a school district employee or a contractor supervisor who has met the level 2 screening requirements of the revised Jessica Lunsford Act provisions. "Direct supervision" means that a school district employee or contractor supervisor is physically present with a contractor when the contractor has access to students and the contractor remains in the school district employee's or the contractor supervisor's line of sight.
2. Contractors who are required by law to undergo a level 2 screening pursuant to 435.04 for licensure, certification, employment, or other purposes and who submit evidence of such.
3. Contractors who are separated from students by a single chain link fence of 6 feet in height.
4. Contractors who provide pick-up or delivery services and those services involve brief visits on school grounds when students are present.

Once these individuals have been cleared under the sexual offenders registry they will be given a black outlined JLA Cleared identification card indicating they are cleared for access to a school campus. They must check in at the school's main office or if part of a construction crew a supervisor must submit a listing daily of employees working on site to the school secretary. School personnel should be familiar with the sexual offender/predator databases at www.floridasexoffender.net and www.nsopr.gov to clear individual who have business on campus but are not a vendor or contractor. Should an individual be found to be out of compliance with the Jessica Lunsford Act they should be notified immediately of their non-compliance and directed to report to the Personnel Department. If the SRO/SRD find as a vendor/contractor not in compliance with the Jessica Lunsford Act, the SRO/SRD may issue a trespass warning on the individual and send then to the Personnel Department. The individual would then be required after they are cleared to make contact with a SRO/SRD to have their trespass warning removed from the computer system. If the individual returns to any school campus without the proper clearance, the individual would be subject to arrest for trespassing after warning. The administrator or SRO/SRD of the site should notify Susan Ranew, Asst. Superintendent of Human Resources at 429-7508 of the company that is in violation of the Jessica Lunsford Act. The vendor or contractor will be prohibited from access to school district property until such time as all their employees on site are in compliance. Should you have any questions or concerns please do not hesitate to contact the Personnel Department.

Signature _____ **Date** _____