



**The School District
of
St. Lucie County**
 Purchasing Department
 9461 Brandywine Lane
 Port St Lucie, FL 34986
 Voice (772)429-3980

**Request for Proposal
(RFP)**

REQUIRED RESPONSE FORM

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 45 pages

PROPOSALS WILL BE OPENED **September 18, 2024 - 3:00 pm** and may not be withdrawn within 90 days after such date and time.

PROPOSAL NO. 25-05

MAILING DATE:
8/23/2024

HVAC Mechanical Contract

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.

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.

AUTHORIZED SIGNATURE

TYPED NAME OF PERSON SIGNING

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 to 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 via the Purchasing Department bid portal 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 via the Bonfire portal (instructions provided in following sections). It is the sole responsibility of the bidder to ensure their proposal is uploaded 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. All awards made as a result of this proposal shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED PROPOSALS: All proposals are subject to all the conditions specified herein 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 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. 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. 85-8015082026C-5 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.

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, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). 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.
26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
26. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including all provisions listed in Appendix II to Part 200 of the CFR, and without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland Anti-Kickback, Davis Bacon Act and any applicable environmental regulations USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.
28. The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

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1. INTRODUCTION

1.1. Purpose

The St Lucie County School Board desires to establish term contracts with multiple highly qualified and licensed HVAC firms capable of providing service, preventive maintenance, repair, retrofit and replacement work for projects, under \$1,000,000, of varied size, scope, complexity and value while meeting all other specifications and requirements of doing business with a Florida K-12 Educational institution as per Florida Statute, Florida Administrative Code and the Florida Department of Education’s Requirements for Educational Facilities.

1.2. Minimum Qualifications

- a. The Contractor shall hold a State of Florida Class ‘A’ Mechanical and applicable Specialty Descriptions License issued by the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. The license must be valid at the time of the bid opening. A copy must be provided with bid and updated annually. Contractor shall notify St. Lucie County School Board if any change occurs in regards to licenses.
- b. The Contractor must submit evidence of sufficient bonding capacity to bond \$1,000,000.00. The respondent must submit a letter from their insurer stating their current bonding capacity for a single job and their aggregate capacity. (The respondent will be required to bond on the guaranteed maximum price for the project). The written verification must be submitted by a licensed surety company rated excellent (“A-” or better) in the current A.M. Best Guide and qualified to do business within the State.
- c. The successful Contractor shall have been in business for minimum of three (3) years. The Contractor shall maintain for the life of the contract active certification by the State of Florida and submit a current copy with the response.

2. INSTRUCTIONS TO PROPOSERS

2.1. Authorized SLPS Representative/Public Notices/SLPS Discretion

Proposer’s response to this RFP must be submitted electronically through Bonfire. Any inquires by Proposer during this RFP process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, “RFP Schedule” for the submittal of written inquires prior to the Proposal opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to Bonfire at <https://stlucieschools.bonfirehub.com/portal/?tab=openOpportunities> and on the SLPS Purchasing website.

Kim Albritton, Director of Financial Operations
St. Lucie Public Schools
Purchasing Department
9461 Brandywine Lane
Port St Lucie, FL 34986
kimberly.albritton@stlucieschools.org
Ph: 772-429-3980

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL.**

2.2. Proposed RFP Schedule

Listed below are the dates and time by which stated actions must be taken or completed. If SLPS determines, in its sole discretion, that it is necessary to change any of these dates and times, SLPS may issue an addendum to the RFP. All listed times are eastern standard times.

Date/Time	Action
August 23, 2024	RFP release date
September 3, 2024, 3:00 PM	Cut-off for Requests for Clarification and Technical Questions
September 18, 2024, 3:00 PM	Proposals Due

2.3. Proposer Inquires

2.3.1. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that SLPS clarify the term(s) and condition(s) and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by SLPS not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquires. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry. Question **MAY NOT** be sent to any other employees.

2.3.3. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section**

2.1. Violation of this provision may be grounds for rejecting a response.

2.4. Pre-Proposal Meeting

None

2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format and the format contained with Bonfire Procurement Portal. Bids must be submitted electronically thru Bonfire. The St Lucie Public Schools bid portal is located at the following address: <https://stlucieschools.bonfirehub.com/opportunities>, **no later than the date and time shown in Section 2.2, according to the time stamp located in SLPS's Purchasing Department.** Proposals or amendments to proposals that arrive after the date and time shown in Section 2.2 will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and mail proposals shall not be accepted at any time. **At the date and time shown in Section 2.2, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting electronic proposals.**

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time listed in Section 2.2. We strongly recommend that you give yourself enough time and **at least ONE (1) day before** Closing Time to begin the uploading process and to finalize your submission. The District will not accept late submission due to technological difficulties.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. St. Lucie School District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

2.6. Proposal Opening Date

Proposals will be opened in the Business Services conference room located at 9461 Brandywine Lane, Port St Lucie, FL 34986, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule". **All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting electronic proposals.** Please see Purchasing Department website for posted public meeting notice.

2.7. Evaluation Criteria

The Selection Committee will evaluate the proposals to determine who to shortlist based upon the Evaluation Criteria below. Once firms are shortlisted the Board has the option to select a firm or may elect to interview firms and then make the final selection.

The following Criteria are intended to provide the Selection Committee with information regarding the qualifications of each proposing services firm. The submittal shall be organized and shall respond to each of the criteria in the same order listed below.

An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Firm’s response will be scored by Evaluation Committee members in accordance with the following scale:

0	Unsatisfactory: Not responsive to the question(s).
1	Below Minimum Standards: Minimal Response to the question well below acceptable standards.
2	Below Minimum Standards: Somewhat responsive to the question but well below acceptable standards
3	Marginal: Minimal acceptable performance standards and somewhat responsive to the questions.
4	Marginal: Minimal acceptable performance standards and responsive to the questions.
5	Satisfactory: Meets performance expectations and responsive to the question.
6	Satisfactory: Meets performance expectations, effective and responsive to the question.
7	Above Satisfactory: Meets expectations and slightly exceeds expectations.
8	Above Satisfactory: Meets expectations and exceeds expectations.
9	Above Satisfactory / Exceeds Expectations for effectiveness and responsiveness to question.
10	Exceeds Expectations for effectiveness, performance, and responsiveness to question.

NOTE: The Evaluation Committee member’s score will be multiplied by the “weighted value” assigned to the different sections listed here, resulting in the total score for that section.

Firms are required to include requested information in EACH section listed below (even if duplicate information). Each section will be scored individually and shall not reference other sections of the proposal.

ITEM	EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
A)	Qualifications/Experience	35
B)	Responsiveness/Ability to service account	15
C)	Cost	50
D)	TOTAL POINTS	100

EVALUATION FACTOR 1: QUALIFICATIONS/EXPERIENCE (35 points)

The Contractor’s proven capacity, capability and expertise in service. The Committee will review the Proposer/Contractor’s ability to provide, schedule and manage personnel, provide supplies and services at the same time within both scheduled and non-scheduled “as required” time frames,

particularly as demonstrated in other similar project environments particularly in school districts. The Contractor's response to Attachment I – Questionnaire will be scored in this section. The following items shall be addressed in the proposer's response:

- Describe the experience of the proposer for providing HVAC Mechanical Services to school districts and agencies within the State of Florida.
- Provide at least three references from other Florida School Districts or similar agencies for work similar to that contemplated by this RFP. Prefer letters of recommendation or Attachment I submitted per instructions on form.
- Provide at least 5 projects value at \$100,000 or more within the last five years. Describe the work performed, timeline, and cost.
- Provide certificates, licenses, insurance and bond capability.
- Minimum of one HVAC Project manager with five (5) years in HVAC project management.
- List and describe the range of services offered.

EVALUATION FACTOR 2: RESPONSIVENESS/ABILITY TO SERVICE ACCOUNT (15 points)

The following items shall be addressed in the proposer's response:

- Whether the proposer is local, regional or national.
- Include the standard response times for repairs and critical issues, time to provide quotes/estimates. Include emergency response time.
- Provide examples of project schedules and timelines to complete work
- Give the location of the office from which the work is to be done and where the licensed journeyman is based.
- Identify the specific individual (and home office) that would serve the District on a day-to-day basis as a primary point of contact and be responsible for the service of the proposer. The individual identified shall be available within 24 hour notice by telephone to accomplish the following:
 1. Attend meetings.
 2. Respond to telephone calls.
 3. Respond to specific inquiries.
- Identify the specific individual (and home office) that would serve the District on an emergency basis and be responsible for the service of the proposer. The individual identified shall be available within a two hour notice by telephone to meet District representative(s) on site.

EVALUATION FACTOR 3: COST (50 points)

The cost proposal will be scored based on the total price for all years (including renewal years). Proposers must complete Attachment J, Proposal Quotation Form. The proposal with the lowest total price will receive 50 points. If more than one vendor proposes the same lowest total price, each vendor who proposes the lowest total price will receive 50 points. The following calculation will be used to award points for the remaining proposals:

$$(\text{Lowest Total Price} / \text{Proposer's Total Price}) \times 50 = \text{Points Awarded}$$

The failure of any firm to provide detailed information regarding proposal elements described in Section 2.7 may result in the reduction of points in the evaluation process.

2.8. Selection Process

The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria in Section 2.7.

2.9. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties on the St. Lucie Public Schools Purchasing Department website, Bonfire (<https://stlucieschools.bonfirehub.com/portal/?tab=openOpportunities>)

If the Proposer desires to protest the recommended selection(s), if any, the Proposer must file with the Office of Purchasing:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

(Note: Florida Statutes 120.57(3) and School Board Policy 6320.01 contain entire procedure for filing).

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for one year after the proposal submission date.

2.11. Disposition of Proposals

All proposals become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to SLPS with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Proposer wishes to mark items as confidential or exempt, the Proposer must also reference the specific law that allows the exemption. SLPS's selection or rejection of a proposal will not affect this exemption

2.12. Economy of Presentation

SLPS is not liable for any costs incurred by a Proposer in responding to this RFP including, without limitation costs for oral presentations requested by SLPS, if any.

2.13. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this RFP shall be considered as duly authorized expression on behalf of SLPS.

3. REQUIRED PROPOSAL FORMAT

The Proposer shall not alter the RFP in any way. The contract, if any, resulting from the RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, it is highly recommended that the Proposer prepare its proposal in accordance with the instructions outlined in this section.

SLPS emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must use sections which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Proposer's response to this RFP must be submitted to SLPS's online procurement portal listed in Section 2.1 above.

Proposal Sections (refer to Bonfire for required sections)

3.1. Executive Summary Requirements

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFP; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFP or the vendor's response; provide a generalized pricing summary (detailed pricing will be required in the pricing section of the response); an explanation of how pricing for the proposal was arrived at; any pricing constraints applied to the RFP.

3.2. Incorporated References

Please write out all responses in full. Do not "incorporate" brochure or product literature references, direct the reader to Web pages, or refer to other third-party documentation in this response. Clearly label all supporting material.

The Evaluation Committee is not responsible for gathering information from multiple sources to form and assess a complete response. Responses will be evaluated exactly as written, except in the narrow circumstances noted in this RFP.

4. AWARD

In order to meet the needs of the school system and to be in the best interest of the School District of St. Lucie County, the District's Facilities and Maintenance staff intends to recommend that the St Lucie County School Board award an appropriate quantity of the most responsive and responsible firms.

The proposal with the highest numbers of points, using the scoring method listed in Section 2.7, will be ranked first; however, nothing herein will prevent the Board from making multiple awards and deeming all proposals responsive, and assigning work as listed in the next paragraph. Award will be made not on the basis of price alone, but to the proposal(s) whose submission contains the most advantageous combination of price, equipment, experience and qualifications.

When services are needed for any project estimated to be over \$8,000, the pool of awarded vendors will be invited to provide a quote for that particular product. Vendors will be notified and given a date and time for site inspection (this may be an email notification). Failure to attend the site inspection, will forfeit your firm the opportunity to quote on that specific project. Each quote must be itemized based on the prices submitted in awarded vendor's bid document and submitted on the quote form provided (see Attachment J; subject to change). Engineered drawings will be provided when necessary. The District will not accept a quote based on a "not to exceed" dollar amount. However, it is understood that individual jobs may warrant an additional educational discount; therefore a vendor may always submit an itemized quote that is based on a lower price. Each quote must be precise, accurate and firm. Change orders will not be accepted.

The District reserves the right to assign projects considered emergencies as defined by the District's Purchasing Manual or project under \$8,000.00 to an awarded vendor in a manner that benefits the District in relation to cost and schedule, most often this will be the first ranked vendor. Assigned vendor shall respond within 24 hours and follow-up with a quote. Awarded vendors who are unavailable for a particular project shall be required to provide written notification that they will be unable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount.

Emergencies are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation which would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the District. In the event of an emergency, the requirement for requesting proposals must be waived.

In order to be kept active in the Awarded Pool of Vendors, vendors should respond to "Request for Quotes" (RFQ) or assigned projects. Failure to respond to five (5) different requests (RFQ or assigned project) may result in vendor being removed from the Awarded Pool of Vendors. A vendor may do one of the following, in order to respond properly to the request:

1. Submit a quote prior to the quote receipt deadline
2. Submission of a "No Bid" notice prior to the quote receipt date
3. Written notification of unavailability (Emergency or assigned project)

The Board reserves the right to make multiple awards.

5. CONTRACT PERIOD

The initial contract period will be a one (1) year term with the option to renew the contract for three (3) additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

6. PAYMENT TERMS

The District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act.

Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

TERMS AND CONDITIONS

7. 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 vendor, 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 vendor in the performance of the work; or
- C. liens, claims or actions made by the vendor 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 vendor 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 vendor.

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.

8. ACCESS AND AUDITS

The vendor 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 to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

9. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the Proposer 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.

The contents of this RFP and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

10. 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 vendor to amend the contract.
- H. Select and award services to more than one vendor if it will serve in the best interest of the School District

11. CANCELLATION OF AWARD/TERMINATION

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. 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.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
 - I. The vendor 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.
 - II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
 - III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.

- IV. The vendor violates any federal, state or local laws.
- V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders'/Proposers' list for a period of three years.

12. 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.

13. 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.

14. 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.

15. 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 Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

16. 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.

17. PUBLIC RECORDS LAW

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (772) 429-5546, 9461 BRANDY WINE LANE, Port St Lucie, FL 34986.

Proposer is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Proposer does not transfer the records to the School Board.
- d. Upon completion of the contact, transfer, at no cost, to the School Board all public records in possession of Proposer or keep and maintain public records required by the School Board to perform the service. If Proposer transfers all public records to the School Board upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Proposer to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST LUCIE PUBLIC SCHOOLS, 772-429-5546, 9461 BRANDYWINE LANE, PORT ST LUCIE, FL 34986.

18. 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.

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 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.

20. 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 shall require prior School District written approval. If Proposer intends to utilize subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

21. INDULGENCE

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

22. 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 vendor, 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.

23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of SLPS. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and SLPS with the same degree of formality evidenced in the contract resulting from this RFP.

24. 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.

25. 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.

26. DISCLAIMER

This Request for Proposal (RFP) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of the School District of St. Lucie County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

27. ANNUAL APPROPRIATION

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

28. 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, complete the **REQUIRED RESPONSE FORM** shown herein, and 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.

29. STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting

from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (850) 245-6500.

30. PROCUREMENT RULES

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for SLPS's rejection of the proposal.

31. FORCE MAJEURE

Under the resulting contract, if any, neither Purchaser nor vendor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation.

If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

32. PRICE ESCALATION

In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this Contract, the School District will consider a price adjustment requested in writing by the Proposer.

Upon receipt of a Proposer's written request for a price adjustment, the School District will consider pricing adjustment based on the following conditions:

- A. There is a verifiable price increase of the goods or services to the supplier.
- B. The price increase is reasonable and supported by third-party documentation such as manufacturers' or distributors' price changes or changes in industry related indices.
- C. The Proposer shall submit the above information to the Director of Financial Operations thirty (30) calendar days prior to the effective date of the price increase. Approval of a pricing increase is at the sole discretion of the School District.

The Director of Financial Operations will review the information to determine if it is in the best interest of the School District to adjust the pricing on the in conjunction with the proposer's effective date of price increase. The School District reserves the right to deny any requests for price increases.

33. AMENDMENT OF CONTRACT

Any contract resulting from this RFP may be amended only in writing signed by the awarded vendor(s) and the School Board.

34. GOVERNING LAW AND JURISDICTION

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

35. SEVERABILITY

In the event any provision, or any part or portion of any provision of a resulting contract from this RFP shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

36. NON-WAIVER OF RIGHTS

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

37. ETHICAL BUSINESS PRACTICES

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

38. SECTION 287.084(1)(A), FLORIDA STATUTES

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose

principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts

39. PIGGY-BACK, COOPERATIVE PRICING

In accordance with State Board of Education Rule 6A-1.012 please be so notified that the any and all other Florida school districts, governmental agencies, municipalities and St. Lucie County entities are hereby authorized to procure from this RFP, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the St. Lucie Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The St. Lucie Public Schools Purchasing Department is at all times custodian of this bid.

By signing and submitting a bid to this RFP, your firm acknowledges that it is in full agreement.

40. WARRANTY OF SERVICES

Proposer warrants and represents to District that each item of goods provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. Proposer warrants that any services shall: (a) be performed in a good and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

41. SECTION 448.095, FLA. STATUTE-E-VERIFY

(a) Pursuant to Section 448.095(2), every public employer, proposer, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, proposer, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) Proposers shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

(c) The Proposer must furnish to the School District evidence of compliance with Section 448.095, F.S., by providing notice of the Proposer's E-Verify number, along with an affidavit stating the Proposer does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

(d) Subcontractors.

1. The Proposer shall also require all subcontractors performing work under this

Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

2. Subcontractors shall provide the Proposer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an un-authorized alien, as defined by Section 448.095, F.S.

3. The Proposer shall provide a copy of its subcontractor's affidavit to the School District upon receipt and shall maintain a copy for the duration of the Agreement.

(e) Failure by the Proposer, or the Proposer's subcontractor, to comply with the provisions of this section during the term of this Agreement is a material breach of the Agreement and the School District shall terminate the Agreement. The Proposer shall be liable for all costs associated with the School District securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Proposer may not be awarded a contract with the School District for at least one year after the date this Agreement is terminated.

42. ADDITIONAL TERMS AND CONDITIONS

42.1. Firm Bids

Purchasing may make an award within (90) days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within (90) days, a bid shall remain firm until either Purchasing awards the contract or Purchasing receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, at Purchasing's sole discretion be accepted or rejected.

42.2. Negotiations

To assure full understanding and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposal with respect to any opportunity for discussion and revision of proposals. After the submittal date, the School District reserves the right to select the top ranked proposals and conduct discussions with those offerors. Such discussions may result in changes to the RFP and the offerors' proposal as deemed to be in the best interests of the School District.

42.3. Product Demonstration

As part of the evaluation process, the Evaluation Committee reserves the right to ask for a demonstration of products and systems contained within a potential vendor's proposal to assess the proposed technology.

42.4. Correction of Work

The proposer shall promptly correct all work that fails to pass inspection or is rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The proposer shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to a high standard. In the event that a proposer fails to complete and/or pass inspection, the vendor will be advised of such. Habitual reprimands and failing to complete the work in a timely manner or as specified will result in that vendor forfeiting their award and elevating another vendor to fill the vacancy created.

42.5. Objections And Concerns Regarding Provisions In The Terms and Conditions

The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The Evaluation Committee will consider these objections during the evaluation process. The Evaluation Committee may decline offers that pose significant objections to the terms of the Terms and Conditions.

42.6. Additional Services

Additional services shall include services that are not requested in this Request for Proposal but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services are not a factor for award.

42.7. Payment Performance Bonds

The Proposer may, at the request of the School Board, be required to provide Payment and Performance Bonds on larger projects (required for projects over \$200,000). The value of the bonds will be 100% of the total project cost. The bonding requirements will be included in the scope of work provided to the Proposer. The Proposer's estimate shall include as a separate line item all acquisition costs associated with the bonds. The School Board will pay for reasonable costs incurred by the Proposer for obtaining the required bonds. The bond form shall be the AIA Form 312.

42.8. HVAC Contractor Responsibilities

The Proposer shall provide services using only pre-approved HVAC, Controls, and other HVAC trade specialty personnel. HVAC and Controls Mechanic/Technician credentials shall be one criteria used in the Proposer selection process. A successful Proposer must have a minimum of one pre-approved HVAC and Controls Mechanic/Technician and one pre-approved HVAC Project Manager. An experienced HVAC Project Manager is critical to the successful completion of a project. The HVAC Project Manager shall have a minimum of five (5) years' experience in the HVAC trade. At any time during the duration of the contract, the Proposer may submit additional HVAC Mechanics/Technicians/Project Managers to the St Lucie County School Board for approval. Mechanics, Technicians, and Project Managers submitted for post-award approval must be demonstrated, by their credentials, to be equal to, or better than, the average Mechanic, Technician, or Project Manager submitted as part the Proposer's proposal (as determined by the point-rating system).

1. Likewise any Mechanic, Technician, Electrician, Helper, Project Manager, Engineer, Designer, etc. who is found by the St Lucie County School Board to have performed sub-standard work will be removed from the Approved List. In the event that a Proposer has no approved Mechanic or Project Manager, that Proposer shall be ineligible to receive work from the St Lucie County School Board until such time that at least one Mechanic and one Project Manager is approved.
2. Work performed by subcontractors will be under the direct supervision and responsibility of the Proposer's Project Manager. The Proposer's Project Manager will be directly responsible for all workmanship, materials, code compliance, rule compliance, and actions of the subcontractor. The Proposer's Project Manager may therefore be removed from the Approved List, as described above, due to sub-standard subcontractor performance as determined by the St Lucie County School Board.

An **EPA certification** will be required of anyone removing or installing refrigerants; Type I for small appliances, Type II for high pressure and very high-pressure appliances, Type III for low pressure appliance or Universal which includes Type I, II and III.

The Proposer shall conform to all Federal, State and County, as determined by SLCSB Building official and municipality, regulations during the performance of the agreement. The Proposer shall be directly responsible for any and all work performed by his/her subcontractor(s). Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Proposer. Any person found not in conformance with any laws, statutes, rules or regulations shall not be allowed on the job site. Continued violations by a Proposer shall constitute cause for immediate termination of the agreement.

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Proposer and the Proposer shall be held responsible for any damage to property caused by reason of its operation on the property. The Proposer shall be responsible for locating all underground lines (telephone, communication, water, sewer, etc.). If these lines are broken or cut it will be the responsibility of the Proposer to repair or replace the broken line. The Proposers/contractor shall be responsible for the protection of all buildings, structures and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and or damaging to said facilities. Proposer shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of proposer's operations. The School Board of St. Lucie County may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to its property through the Proposer or his/her agent.

Precautions will be exercised at all times for the protection of persons (including employees) and property. The Proposer, at his expense, will provide barricades, or other District approved traffic control devices, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's representatives.

For each project the Proposer shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or inadequate, at the job site, the Proposer shall provide, at their own expense, all necessary temporary utilities required for the work specified.

The proposer acknowledges that work will be performed only after receipt of a building permit and a written purchase order.

Proposer shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while proposer's equipment is located on any school district site.

Proposer shall not inhibit access to school centers during pursuit of work specified herein. Proposer must provide temporary bathroom facilities. Proposer shall leave work site in a neat and orderly fashion at the end of each work day. The proposer shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. Rubbish shall NOT be deposited as fill on the work site. At completion of work, the proposer shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Proposer shall provide due care at all times while performing any task at any district controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

The proposer shall take field measurements and verify field conditions and shall carefully compare such field measurements, conditions and any other information known to the proposer as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the owner at once.

Proposer shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install in accordance with specifications herein and all attachments. Proposer shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Proposer at Proposer's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's Representative.

The Proposer shall adhere to all District Maintenance standards.

During a project that is being performed by the Proposer, the Proposer is responsible for maintenance, fire safety and damage to equipment and other District property within areas under control by the Proposer.

The Proposer shall administer, coordinate, and enforce all warranties provided by Proposers, vendors, and equipment suppliers. The Proposer shall perform all work such that all third-party warranties are maintained in full force and effect. Proposers shall assume responsibility for loss of warranty due to actions on the Proposers part. The assumed responsibility shall be that the Proposer honors the terms of the warranty. The Proposer shall provide a written list of all actions required by the St Lucie County School Board in order to maintain warranties in full force and effect. Failure to provide the list, or omissions from the list, shall obligate the Proposer to assume responsibility for loss of warranty, as described above.

During a project the Proposer will be allowed to store equipment and park locked vehicles on District property. The use of School Board equipment and tools shall not be permitted.

Normal work hours shall be 7:00 AM to 6:00 PM, Monday through Friday. However the Proposer shall be available for emergency service twenty-four (24) hours a day, seven (7) days a week.

42.9. Proposer's Employees & Subcontractors

The Proposer shall ensure that his employees, subcontractors, and their agents and employees or any other persons performing any work under this contract while on District property, be signed into the School or District Facility Visitor Log and be conspicuously wearing the visitor badge. Sign-in is required prior to the start of work regardless of location. Personnel shall sign-out when leaving District property. The Proposer shall post work activity, on a daily basis, if applicable, in the Annual Facility Maintenance Permit Log, located at each District location. Copies of appropriate licensing and Proposer's or Subcontractor's Worker's Compensation Policies for any District approved Proposer personnel on District property at any time must be on file with the Permit Log. Worker's Compensation Policies shall indicate the appropriate personnel covered.

The Proposer's proposed Mechanics/Technicians must submit documentation demonstrating they have a minimum of five (5) years working experience with HVAC on-site electrical, mechanical, installation, repair or applicable HVAC related specialty trade.

The Proposer shall ensure that every employee in the Proposer's work force is provided an identification badge. The badge shall follow a Board approved format, to include a photo of the employee, shall specify, at a minimum, the name of the badge holder, and name of the Proposer.

The proposer shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site. All employees assigned by the Proposer to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Proposer's responsibility to ensure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in a specific trade.

The proposer shall at all times enforce strict discipline among their employees and shall not employ any individuals who are not skilled in the task assigned to them. The proposer shall supervise and direct the work, using their best skill and attention. The proposer shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract. The personnel employed by the Proposer shall be capable employees, age eighteen (18) years or above, qualified in this type of work.

It is the Proposer's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with immigration policies.

The proposer shall have an English-speaking, licensed (State of Florida or St. Lucie County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the proposer's behalf.

The proposer shall be responsible for the appearance of all working personnel assigned to the projects at all times. Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed. Smoking and consumption of alcohol and illegal drugs while on campus will not be tolerated. Possession of firearms will not be tolerated on school district property. "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. No person who has a firearm in their vehicle may park their vehicle on school district property. Furthermore, no person may possess or bring a firearm on school district property.

While on School District sites, unless it is essential, service personnel and supervisors shall refrain from interaction or conversation between employees of the Proposer and students, employees, guests, and other vendors. Catcalls, whistles, remarks, or any other type of inappropriate behavior is forbidden. Employees of the Proposer who do not conduct themselves in a professional manner will be immediately removed from the premises and will not be allowed to return to work in the future. Employees may not solicit, distribute or sell products while on School Board property.

Proposer's employees are prohibited from disturbing papers on desks, opening desk drawers or cabinets or using telephones, educational equipment or office equipment in work areas. Friends, visitors or family members of employees are not permitted in the work area. Employees are required to be dressed in their work attire when reporting for duty. Break areas are restricted to designated areas as determined by the District's authorized representatives. Any offices, classrooms, or any other area

other than the actual work area are off limits to Proposer personnel.

All service personnel shall report to the authorized representative of the School District Facility/Maintenance Department and notify that person of any and all conditions or situation that may affect the environment or overall condition of the area serviced. All Supervisors, Compliance Technicians and other key operational personnel of the Proposer must be able to speak, listen, write, read and comprehend English. Proposer's employees shall comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as, the building managers, Maintenance personnel, inspectors, etc.

NOTE: PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OF THE PROPOSER AND SUB-PROPOSER ON OUR SCHOOL PROPERTY IS STRICTLY REQUIRED. THE SCHOOL BOARD WILL NOT TOLERATE BEHAVIOR NOT CONDUCIVE TO AN EDUCATIONAL FACILITY.

42.10. Special Category of Materials

Section 212.08(6), Florida Statute exempts political subdivisions of the State, including school districts, from the State sales tax levied on retail sales of tangible personal property. In accordance with the Florida Statute, the Proposer and Subcontractors shall include the sales tax in calculating their bids. The clause allows the District, after a contract is award, to designate materials and equipment which will be purchased directly by the District in a tax exempt purchase and delivered to the job site for incorporation into the project. The "Special Category of Materials" for this contract shall include each individual supplier or vendor who contracts to supply materials or equipment in excess of two thousand dollars (\$2,000.00). It is further agreed that the School District take advantage of any cash discounts offered by the supplier for prompt payment.

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

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

42.11. Liquidated Damages

The Proposer shall acknowledge that time is of the essence to complete the work as specified. The Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

If the Proposer neglects, fails, or refuses to complete the work within the time specified, in each and every Work Request and/or Estimate or as properly extended by the School Board, then the Proposer does hereby agree, as part consideration for awarding the agreement, to pay to the School Board the sum of **\$200.00 for each and every calendar day** that the Proposer shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty, but, as liquidated damages for breach of contract, as set forth herein.

42.12. Works in Progress

All installations in progress at the time this contract is awarded will be completed by the proposer who initiated the work.

SCOPE OF SERVICES

The awarded HVAC Mechanical Contractors will perform at a minimum the following services:

1. Place mechanical equipment.
2. Install or repair ductwork, duct fittings, and duct heaters.
3. Install or repair piping, valves and piping specialties.
4. Provide or service HVAC components.
5. Provide temporary AC systems.
6. Repair pumps, motors, or compressors.
7. Provide protective oil coatings.
8. Provide and service boilers.
9. Preventative Maintenance

The work will include chilled water pipe repair, replacement/repair of HVAC related equipment such as air handlers, exhausts, fan coils, cooling towers, Bard systems, dampers, expansion tanks, chilled water valves/actuators to name some of the area of work.

The successful Proposer shall conform and maintain current professional and technical standards. Additionally, the proposer shall advise the School District of any and all changes and updates to ensure ongoing compliance. He shall be authorized and be able to procure, store and transport men and supplies, as well as perform as needed as specified in this Request for Proposal.

ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their response 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:

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.

COMPANYNAME _____

AUTHORIZED SIGNATURE _____ DATE _____

ATTACHMENT B - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Fingerprinting - Contractors / Vendors

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is \$72.00 and must be paid prior to being printed. **ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of \$10.00.** To schedule a fingerprinting appointment:

1. Visit www.fieldprintflorida.com
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. On the "Reason for Fingerprinting" page, please click on the text "I know my Fieldprint Code". In the box provided, enter FPStLucieVendorBPrints ****NOTE: Please do not select from the pull down menu.****
5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or customerservice@fieldprint.com.

In addition, please provide written verification to St Lucie Public Schools that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to St. Lucie Public Schools Attn: Lynn Louderback, Fingerprint Specialist, Human Resources at 9461 Brandy Wine Lane, Port St Lucie, FL 34986

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

By signing the below, vendor agrees to comply with the above screening requirements if selected for award.

Name: _____

Date: _____

ATTACHMENT C - REFERENCES

Please submit a list of at least three (3) references, preferably School Districts in which you are currently providing similar services or have provided similar services within the past (3) three years.

CURRENT CUSTOMER REFERENCES

1. Client Name _____

Address _____

City _____ State ____ Zip Code _____

Telephone _____ Fax _____

Client Contact Person _____

2. Client Name _____

Address _____

City _____ State ____ Zip Code _____

Telephone _____ Fax _____

Client Contact Person _____

3. Client Name _____

Address _____

City _____ State ____ Zip Code _____

Telephone _____ Fax _____

Client Contact Person _____

ATTACHMENT D- GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

Vendor Name:

Address

Phone

E-PO Designated Email Address:

Contact Person

ATTACHMENT E - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

ATTACHMENT F - PROJECT MANAGER CONTACT INFORMATION

Indicate in the P/A column below, if the person is a Primary or Alternate contact.

CONTACT INFORMATION

Company Name _____ **Date** _____

Name (Print or Type)	P/A	Title	Phone Number(s)

ATTACHMENT G -STATEMENT OF “NO” RESPONSE

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of “No” Response Sheet and return, prior to the RFP Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department, 9461 Brandy Wine Lane, Port St Lucie, FL 34986.** (Please print or type).

BID/RFP # _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TELEPHONE: _____ EMAIL ADDRESS _____

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

√	Reasons for “NO” Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

SIGNATURE: _____ Date _____

ATTACHMENT H – 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. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

**ATTACHMENT I - REFERENCE QUESTIONNAIRE
ST. LUCIE PUBLIC SCHOOLS
RFP 25-05
HVAC MECHANICAL CONTRACT**

FOR: _____
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **9/18/24**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the request for proposal number and title listed at the top of this page.

Company Providing Reference _____
Contact Name and Title/Position _____
Contact Telephone Number _____
Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?

_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?

_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must complete the below pricing schedule for all line items to be considered responsive for this RFP. A renewal rate must be listed, even if you propose to list 0%. Renewal rate increases will apply only to labor rates. Renewal rates will be the maximum you will be able to increase your labor rates at each renewal. The Proposer may opt to use a lower renewal rate, up to the provided rate below. The labor and equipment rates provided below must be used on all proposals. Proposals/Quotes submitted are required to be broken down showing the below rates.

#	ITEM	ESTIMATED TOTAL HOURS (A)	RATE (B)	TOTAL = (A x B)
LABOR				
1	Licensed Journeyman Normal Hours	180	\$	\$
2	Licensed Journeyman Overtime/Emergency Hours	10	\$	\$
3	Foreman Normal Hours	40	\$	\$
4	Foreman Overtime/Emergency Hours	5	\$	\$
5	Apprentice Normal Hours	5	\$	\$
6	Apprentice Overtime/Emergency Hours	1	\$	\$
7	Laborer Normal Hours	35	\$	\$
8	Laborer Overtime/Emergency Hours	5	\$	\$
TOTAL (Item 1-8)			\$	
	ITEM	ESTIMATED AMOUNT (A)	PERCENT MARK- UP (B)	TOTAL COST = (A) x (B) + (A)
EQUIPMENT				
9	Equipment & Materials Mark-up	6,000		
	EXAMPLE	6,000	10%	\$6,600
RENEWAL RATES				
1	Year 1 Renewal Rate			%
2	Year 2 Renewal Rate			%
3	Year 3 Renewal Rate			%

 Authorize Signature/Name

 Date

ATTACHMENT K – PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

To be completed by each Proposer

Name of Proposer: _____

Identify state in which Proposer has its principal place of business: _____

If your principal place of business is in the State of Florida, you do not need to proceed any further.

If outside of Florida, identify the political subdivision (County or Municipality) in which Proposer has its principal place of business: _____

NOTE: Florida Statute Section 287.084(2) states that “A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivisions, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.”

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Vendor, please select one)

The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of the state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws).

Signature of out of state proposer’s attorney: _____

Printed name of out of state proposer’s attorney: _____

Telephone number of out of state proposer’s attorney: _____

Email of out of state proposer’s attorney: _____

Attorney’s state(s) of bar admission: _____

ATTACHMENT L – SCRUTINIZED COMPANY CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran’s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE and DATE: _____

NAME AND TITLE: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**ATTACHMENT M - VENDOR AFFIDAVIT REGARDING
THE USE OF COERCION FOR LABOR AND SERVICES**
To be completed by each Proposer

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of St Lucie County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the School District of St Lucie County.

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Manager’s name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the District of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Manager by the due date listed in the RFP and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for a proposal are posted Bonfire <https://stlucieschools.bonfirehub.com> and the District’s website and will include all questions asked and answered concerning the RFP. It is the proposer’s responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the RFP when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don’t assume the District or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the District. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided,** i.e., cover page, proposer acknowledgment form, exhibits, etc.
8. _____ **Check the website for RFP addenda’s.** Before submitting your response, check Bonfire <https://stlucieschools.bonfirehub.com>, (or District website) to determine whether any addenda were issued for the RFP. If so, you must circle for each addenda issued on the “Proposer acknowledgement form”.
9. _____ **Review and read the RFP document again,** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document and be sure to submit all required items on time. Late proposal responses are never accepted.