

Director of Facilities, Maintenance & Transportation Anthony Busin

Hendry County School District Request for Proposals for Roofing Services

Mr. Tony Busin Director of Operations Hendry County Schools busina@hendry-schools.net

To all interested Parties:

You are hereby invited by the Hendry County School Board to respond to the following: RFP 23-00022 Roofing Services.

This document is intended to provide specific information regarding the solicitation. Information specific to this solicitation can be provided by Mr. Tony Busin at busina@hendry-schools.net.

Event Details	Issue Date: Monday, June 26, 2023. Questions about RFP due no later than: Wednesday, July 5, 2023 by 3:00 p.m. EST. Proposals Due: Monday, July 10, 2023 by 3:00 p.m. EST.
Questions	Questions shall be addressed to Mr. Tony Busin, Director of Operations at busina@hendry-schools.net.

Attachments	Vendor(s) must read all attachments and return applicable documents with their submittal.
Line Items	Vendors(s) will provide pricing, discounts and any other information requested.
Response Submission	Vendors are required to submit the following documents, complete in their entirety. 1. Company name and length of time in business. 2. Company location and the ability to service the Hendry County area (Clewiston and LaBelle). 3. Business Licensure with the State of Florida (can provide copy of Sunbiz web page) 4. Minimum of three (3) client references. 5. Completed and signed proposal submittal form. 6. Completed and signed price proposal form. 7. Addenda(s) signed and dated if issued. 8. Insurance Requirements Form (attachment A) 9. Debarment Form (attachment B) 10. Drug Free Workplace Form (attachment C) 11. Public Entities Crime Form (attachment D) 12. Scrutinized Company Certification (attachment E)
Response Instructions	Vendors shall submit four (4) hard copies of their proposals and one electronic copy on USB flash drive via mail to: Hendry County School District Finance Department Attn: Jessica Feliciano and Lynn Willis 111 Curry Street LaBelle, Florida 33935

It is the responsibility of the vendor(s) to ensure all information is reviewed and completed prior to submitting a response.

VENDOR REGISTRATION: All Vendors are required to submit a vendor application and a current W-9 via the following link: https://www.hendry-schools.org/Page/7640.

New E-Verify requirements

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Firms shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

B. Subcontractors

- 1. As of January 1, 2021, Firms 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 firm with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
- 3. Firms shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate this Agreement at its sole discretion. Firm may be liable for all costs associated with the School Board securing the same Services, inclusive, but not limited to, higher costs for the same services.

C. It is the responsibility of the vendor to insure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website http://www.uscis.gov/e-verify and follow the instructions. The employer must retain the I-9 forms for inspection.

The following instructions have been developed specifically for this RFP and may or may not be the same as previous or future solicitations for this type of service or commodity. This document, and any Addenda issued, will serve as the contract between the District (hereafter "District", "Owner", or "Board") and the awarded vendor (hereafter "Bidder", "Contractor", or "Vendor"). No separate document will be negotiated or executed. The District reserves the right to deem conditional bids (i.e., counter-bids on specific terms and conditions) nonresponsive; any such bids will not be considered.

Section 1:

SCOPE OF SERVICES: The District is soliciting a Request for Proposal (RFP) from companies to complete Roof-Recovers on portable classrooms located in LaBelle and Clewiston.

Section II:

RFP PROCESS: Proposals shall be reviewed and evaluated based on the criteria set forth in this RFP. The committee will consist of three (3) representatives from the District's Maintenance Services Department. Scoring will be ranked using a rating scale from 10 to 1. The three (3) evaluators will score based on their individual understanding of the proposal meeting the RFP criteria and District needs. The final score will be the average of the three (3) committee members' individual scoring.

RATING SCALE:

- 10 Excellent/Above Average
- 5 Average/Acceptable
- 3 Below Average
- 1 Unsatisfactory/Unacceptable

RFP EVALUATION CRITERIA: The proposal must include information documenting how the company meets the evaluation criteria outlined below. Evaluations will be based on these criteria with assigned weighting as indicated. Each company's proposal must include a Table of Contents and should be organized by specific sections corresponding to the criteria and in the order shown below.

RFP CRITERIA	EVALUATION	MAXIMUM SCORE
1. Pricing	Lowest, economical pricing while still maintaining quality of product.	10
2. Technical Qualifications	Describe the organizational structure of the entity responsible for the materials.	10
3. Capability of Performing the Work.	Describe the company's capabilities to complete the orders in a timely manner.	10
4. Experience	Provide a list and description of three (3) completed commercial site projects.	10
5. Budget and Schedule	Provide examples of how your team has achieved a high level of quality on projects with challenging budgets and/or schedules. Projects described in this criterion may be in addition to those listed in item 3.	10
6. Business Location	Provide business address. Companies within a 200-mile radius from the District School Board of Hendry County will be considered.	10
7. References	Provide the name, company and title and phone number for three (3) client reference contacts.	10
Points	Total Potential Points Based on Rating Scale	70

REFERENCES: The District School Board of Hendry County reserves the right to conduct reference checks for firms at any stage of the selection process. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or its ability to successfully perform the contract to be executed based on this RFP, the District may, at its sole discretion, determine that the firm is not qualified to perform the contract and deem he firm not eligible for further consideration. The District also reserves the right to check references from others not identified by the firm.

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Scope of Work Specifications:

- 1. Prep the existing roof system by removing flashings/gravel/drains and roof defects (wet insulation/deteriorated deck).
- 2. Furnish & install an engineered & JM (Johns Manville) manufactured approved coverboard to meet design requirements.
- 3. Furnish & install JM TPO .060 to the approved coverboard according to the manufactured specifications as follows:

Mechanically Attached □ Fully Adhered ⊠

- 4. Furnish and install all pipe boots for penetrations & all other flashing required by John Manville & Local Building Codes.
- 5. Proposal includes taxes, permit fees, trash removal, clean up, dump fees, labor and materials.
- 6. Include a four (4) inch overhang on back of roof.
- 7. All price proposals will be based on a square footage charge.

Supplemental Changes:

1.	Replacing rotten or necessary plywood	\$	Per Square 100t.
2.	Replacing rotten or necessary fascia	\$	Per LF.
3.	Replacing all damaged soffit	\$	Per LF.

Section IV:

CONTRACT TERM:

A contract or purchase order shall be issued for a maximum term of <u>TWELVE (12) months</u>. The Hendry County School District will order on an "as needed" basis.

This proposal, or any portion thereof, shall have the option of being renewed for two additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

The Hendry County School District will furnish power to the contracting firm while work is being completed.

Contractor will provide all warranty information regarding materials and workmanship in their proposals to the Hendry County School District.

A bid proposal will be considered a firm offer and cannot be withdrawn succeeding the Proposal opening without the consent of the The Board for a period of sixty (60) days. The Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Bid proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department no later than the due date listed in the Event Details listed above. All bid proposals received after the designated cut off time will not be considered and returned unopened.

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the respondent's proposal.

Reservations: The Hendry County School Board reserves the right to reject any and all proposals, to negotiate changes in the new scope of work or services to be provided, and to otherwise waive any technicalities or informalities.

The Hendry County School District reserves the right to terminate any contract resulting from this Request for Proposal upon thirty (30) days written notice.

Right of Protest: Failure to file a protest within the time prescribed in Florida Statutes, Section 120.53 (5), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the vendor(s) to ensure all information is reviewed and completed prior to submitting a response.

The District reserves the right to waive minor informalities in any proposal, to accept any proposal which they consider to be in the best public interest, and to reject any part of, or any and all proposals. Failure to read or comply with the terms and conditions in no way relieves vendor(s) from their liabilities arising hereunder. Solicitations cannot be withdrawn prior to Board approval without a valid written explanation from the proposer and written consent of the Director of Operations.

NO PHONE CALLS PLEASE. Requests for information shall be in writing only – refer all written requests to Mr. Tony Busin at busina@hendry-schools.net.

Respectfully,

Mr. Tony Busin Director of Operations

RFP 23-00022 ROOFING SERVICES PROPOSAL SUBMITTAL FORM

Bid proposals received timely will be opened, tabulated and evaluated in the Hendry County School District's Purchasing Department and will then be presented to The School Board for action during a scheduled meeting.

A bid proposal will be considered a firm offer and cannot be withdrawn succeeding the Bid opening without the consent of The School Board for a period of sixty (60) days. The School Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Bid Proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department at the given address in this proposal by the date and time listed on the Proposal. All bid proposals received after the designated cut-off time will not be considered and returned unopened.

I/We hereby certify that I/we have carefully read all instructions pertaining to this Request for Proposal and that my/our proposal complies, without exception, with all instructions and specifications.

Company Name

Signed Authorization Representative Title of Representative		Printed name of	f Representative
		Date	
Address	City	State	Zip Code
Contact Numbers:			

Attachment A – Insurance Requirements Form

Hendry County School District

- <u>X</u> 1. Workers' Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limit and Requirements. Policy must include Employers Liability with a limit of \$500,000 per incident.
- X 2. Commercial General Liability Bodily Injury & Property Damage \$1,000,000 Single limit per occurrence.
- X 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The Hendry County School District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The Hendry County School District by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The Hendry County School District.
- X 4. Automobile Insurance Owned, non-owned, hired \$1,000,000 Each occurrence.
- X 5. Professional Liability \$1,000,000
- X 6. Vendor shall insure that any and all subcontractors comply with the same insurance requirements as outlined above.
- X 7. The Hendry County School District must be named as **Additional Insured** on the insurance certificate for all coverages, except Workers' Compensation and Professional Liability.
- X 8. The Hendry County School District shall be named as the Certificate Holder to read as follows:

The School District of Hendry County, Florida Financial Services P.O. Box 1980 Labelle, Florida 33975

- X 9. Thirty (30) days cancellation notice is required.
- X 10. The Certificate must state the BID Number and Title.

Insurance Requirements Continued

CERTIFICATION:

I/We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the proposal. The Hendry County School District must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The Hendry County School District desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached:	Yes	No
Bidder Signature		
Bidder Name		
Brader France		
Bidder Title		

Attachment B – Debarment Form Hendry County School District

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

- 1. By signing and submitting this bid/proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is
- submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No Procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION: The prospective lower tier participant certifies by submission of this bid/proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant must attach an explanation.

Bidder Signat	ure:	 	
Bidder Name	:		
Bidder Title:			

Attachment C – Drug Free Workplace

Hendry County School District

The u	ndersigned bidder, in accordance with Florida Statute 287.087, hereby certifies that does:
	(name of business)
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 sucl 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 employee assistance programs and the penalties that may be imposed upon employees fo drug abuse violations.
3.	Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 contender 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 o rehabilitation program if such is available in the employee's community, by any employed who is so convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.
I certif	y that this business, named above, complies fully with the above requirements.
Author	rized Officer Signature Date
Name	
1 1411110	

Title

Attachment D – Public Entities Crime Form SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

Hendry County School District

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn	statement is	submitted by				
(name	of	entity)	who	business	address	is
					and Federal Emplo	yer ID
Number (F)	EIN), if app	licable, is			If the entity has no	FEIN.
you must in	clude the so	cial security nun	nber of the ind	ividual signing	this sworn statement	
My name is	l				_ and my relationship	to the
			(print nam	ne of individua	al signing) entity ab	ove is

I understand that a public entity crime, as defined in Florida Statute 287.133(1)(g) means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

business with a public entity. The term	ity, or which otherwise transacts or applies to transact "person" includes those officers, directors, executives, bers, and agents who are active in management of an
	tement which I have marked below is true in relation to t. (Please indicate which statement applies.)
partners, shareholders, employees, member	sworn statement, nor any officers, directors, executives, ers, or agents who are active in management of the entity, a charged with and convicted of a public entity crime
executives, partners, shareholders, employ of the entity, or an affiliate of the entity	statement, or one or more of the officers, directors, yees, members, or agents who are active in management has been charged with and convicted of a public entity Please indicate which additional statement applies.)
	HAS NOT been placed on the convicted action taken by or pending with the Department of al from the list.)
Authorized Officer Signature	Date
Name	
Title	
State of	
County of	
Appear	ared in person before me, who is personally known to me
space provided above on this day o	, affixed his/her signature in the of, 20
MOTADY DUDLIC	

NOTARY PUBLIC My commission expires

Attachment E – Scrutinized Company Certification

Hendry County School District

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 it 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.

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Name of Company	
Authorized Officer Signature	Date
Name	
Title	

4. This Company is not engaged in business operations in Cuba or Syria.