

SCHOOL DISTRICT OF DESOTO COUNTY, FLORIDA



Request For Proposals

RFP #2324-0037

High School & Remodel and Renovation of Continuum Campus Facilities

The School District of DeSoto County (SDDC) has received an unsolicited proposal, "P3", as outlined in Section 255.065, Florida Statutes. SDDC has determined that the proposal submitted serves a public purpose of a new high school and the remodeling and renovation of continuum campus facilities which will be used by SDDC as educational institutions. SDDC is now accepting additional proposals to furnish a turnkey solution to build the new high school as well as the renovation and remodeling of an existing elementary and middle school. All proposals shall include assistance in the acquisition and rezoning of the land necessary to complete the project(s) as well as the labor, services and materials to perform all work necessary and incidental to the design and construction of the new high school & remodel and renovation of continuum campus facilities.

All submittals for a **Public-Private Partnership (P3) to build a new high school and the remodeling and renovation of continuum campus facilities** (defined in aforementioned Design Criteria Package), will be received by the School District of DeSoto County (hereinafter the District), by 2:00PM Eastern Time on June 24, 2024 to the School District of DeSoto County, Purchasing Department, 530 LaSalona Ave, Arcadia, FL 34266. Proposals submitted to the School Board will be considered and a decision on the selection/ranking of the unsolicited proposal and the qualified proposals will be made by a Selection Committee designated by the Superintendent. There will be a non-mandatory public meeting for any interested parties. All proposals, both solicited and unsolicited, will be opened and reviewed by the Superintendent appointed Selection Committee after the proposal submission deadline noted above.

All submittals shall include an application fee made payable to the School District of DeSoto County (SDDC) of \$25,000 to cover the costs of processing, reviewing, and evaluating individual proposals. The proposal application fee is non-refundable and shall be delivered to SDDC via certified check or money order with the proposal. Submissions must have the accompanying fee or will be returned without review or consideration. The preliminary application fee for this RFP shall be waived for any application fee previously submitted by a proposer in response to RFP #2324-0035. If extraordinary expenses associated with SDDC's preliminary evaluation are encountered, SDDC may require additional fees from each proposer. SDDC reserves the right to reject any or all proposals and the SDDC School Board must authorize any final agreement for the proposed project.

A **NON-MANDATORY** pre-bid will be held at 11:00AM Eastern Time on June 10, 2024 via live virtual video conference for all interested parties.

<https://meet.google.com/udm-dskb-bcr>

All proposals submitted shall include five (5) hard copies and one (1) electronic copy submitted no later than 2:00PM on June 24, 2024. All packages must be clearly labeled “High School Build & Remodel and Renovation of Continuum Campus Facilities – RFP-2324-0037” and sent to Business Services Department, School District of DeSoto County, 530 LaSalona Ave, Arcadia, FL 34266. The district will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late submissions shall not be accepted.

Contact: Michelle Sikes, Purchasing Specialist

Email: michelle.sikes@desotoschools.com

Phone: (863) 494-4222

PROPOSER INFORMATION SHEET

School District of DeSoto County
Department of Purchasing
(863) 494-4222 Phone

Release: May 31, 2024

RFP #2324-0037

RFP Title: **High School & Remodel and Renovation of Continuum Campus Facilities**

Contact: Michelle Sikes, Michelle.sikes@desotoschools.com

All proposals must be submitted to The School Board of DeSoto County, Purchasing Department, no later than **2:00 PM, EST on June 24, 2024** and plainly marked **“High School Build & Remodel and Renovation of Continuum Campus Facilities – RFP-2324-0037”**. Proposals are due and will be opened.

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____
(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Anti-Collusion Statement/Public Domain: I, the Proposer have not divulged, discussed, or compared this proposal with any other Proposer and have not colluded with any other Proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this RFP. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company’s proposal and understand that by virtue of executing and returning this **Proposer Information Sheet**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> We do not offer the services requested |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Keep our company on the bid list for future RFP’s |
| | <input type="checkbox"/> Other |

GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Electronic Proposal Requirements:** The "Proposer Information Sheet", page 3 of the RFP, must be completed, signed, and returned with each proposal. Proposers must submit one electronic proposal, electronically signed by a representative authorized to legally bind the Proposer to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Request for Proposals (RFP), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School Board of DeSoto County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this RFP.
 - c) "Vendor" shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals submitted shall include five (5) hard copies and one (1) electronic copy. Proposals shall be sent to Business Services Department, School District of DeSoto County, 530 LaSalona Ave. Arcadia, FL 34266. The District is not responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late submissions will not be accepted.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Vendor list. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, ten (10) business days prior to the RFP due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents and posted on the District's Purchasing webpage at <https://www.desotoschools.com/apps/pages/purchasing/bids>. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Submission of Proposal:** Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications or RFP submittal requirements.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP at the Department of Business Services of The School District of DeSoto County, 530 LaSalona Ave., Arcadia, Florida 34266, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Business Services prior to the opening date and time specified. The District will not receive proposals past the stated deadline. Proposals submitted after the stated deadline will be considered nonresponsive.
12. **Processing Time:** It is understood that the district is applying for Special Facilities funding for this project, and that the prices reflected by the proposal will be firm through the

funding application timeline, proposal processing time and the delivery of items awarded.

13. **Original and Renewal Term:** The award resulting from this RFP shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this RFP (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Purchasing Department.
 - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any Proposer or any individual on behalf of a Vendor will result in rejections/disqualification of said response.
 - (b) Violation of the provision regarding lobbying may also result in debarment of the Vendor as provided in Florida Statutes.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Vendor catalog number in the 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 APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. A proposal must meet the minimum requirements that are established for a qualifying project pursuant to Florida Statute 255.065. Further the Vendor must meet minimum standards contained in the District's guidelines and specifications for qualifying professional services and contracts for traditionally procured projects. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.
 - a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.
 - b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
 - c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best

offer with their proposal as the District may select a proposal for award without further negotiation.

- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of DeSoto County's website: <https://www.desotoschools.com/apps/pages/purchasing/bids> for a period of no less than three (3) days.
- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.

20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This RFP, any addenda to this RFP, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, the Interim Agreement (if applicable), the Comprehensive Agreement, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties. An interim agreement is discretionary with the parties and is not required on a qualifying project for which the parties may proceed directly to a comprehensive agreement without the need for an interim agreement. Further, entering an interim agreement does not require the District to enter into a comprehensive agreement. The District may reject all proposals at any point in the process until a Comprehensive Agreement with the vendor is executed.

21. **General Information about the District:** The District and its School Board of DeSoto County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

- a) The School Board consists of five elected officials responsible for the adoption of policies,

which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

22. **Price Adjustments:**

- a) The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
 - i. The volatility is due to causes wholly beyond the Vendor's control
 - ii. The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
 - iii. The effect on pricing or availability of supply is substantial
 - iv. The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.
- b) The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
- c) The District may establish a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors, design professionals, consultants and/or for other necessary advisors or consultants.
- d) **The District may reject all proposals at any point in the process until a comprehensive agreement with the vendor is executed. If the negotiations are terminated before the comprehensive agreement is finalized the reasonable fee may be returned to the vendor.**

23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the

District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendor employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are

strictly prohibited from using any District telephones or other office equipment.

- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws,

ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections and other losses. If 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 the seller at the seller's expense.
- 26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.

- 27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 28. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Vendor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
- 29. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor, the Superintendent or designee shall give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the

contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

- a) Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Vendor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - d) Vendor has been engaging in business operations in Cuba or Syria.
 - e) The District may at any time by written notice to the Vendor stop all or any part of the work for this RFP award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
 - f) Failure of the Vendor to provide products within the time specified in the RFP shall result in the following: The Buyer shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Vendor. The defaulting Vendor may be responsible for reimbursing the District for price differences.
31. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
 32. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.
 33. **Indemnity:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the 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 District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The 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 Vendor's limit of, or lack of, sufficient insurance protection.
 34. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request.
 35. **Laws and Regulations:** Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agrees not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
 36. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Vendor.
 37. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in DeSoto County Florida or for federal court shall be United States District Court, Southwest District of Florida.
 38. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
 39. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.

40. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of DeSoto County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.
41. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
42. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of DeSoto County Purchasing Department.
- a) The Vendor will provide **copy of the original invoice to The School District of DeSoto County.**
 - b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
43. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
44. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
45. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of DeSoto County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest 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.
46. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
 - b) Upon request from the District's custodian of public records, provide the District 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 Statutes 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 contract if the Vendor does not transfer the records to the District.
 - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor and keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
 - e) **PUBLIC RECORDS NOTICE: If the Vendor has questions regarding the application**

of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records,

PublicRecordsRequest@desotoschools.com

530 La Salona Ave, Arcadia, FL 34266.

47. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be confidential with the exception of financial statements.
- a) Redacted Copies: If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted copy.
 - b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
 - c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
 - e) Public Meetings/Evaluations: All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.
48. **Access to Records:** The following access to records requirements apply to this contract:
- a) The Vendor agrees to provide any state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In compliance with the Disaster Recovery Act of 2018, the OWNER, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
49. **Patents, Copyrights & Royalties:** Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Vendor.
50. **RFP Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFP.
51. **State Purchasing Agreements:** Prior to the release of this RFP, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
52. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Vendor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Vendor will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the Vendor during the Contract term, (b) require that Vendor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at https://www.flgov.com/wp-content/uploads/orders/2011/11-116-suspend_10-7.pdf.
53. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards

established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor» will notify the District within 48 hours of such.

- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
 - c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Human Resources.
 - d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.
54. **Vendor Process for Fingerprinting:** Vendors who will never be present on a school district campus are not required to be fingerprinted. Upon award, Vendor is required to comply

with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the DeSoto School Board Policy: **(NO EXCEPTIONS TO**

BELOW)

- (a) Prior to the start of work on any District site, all construction Vendors and other Vendors including but not limited to construction manager, company owners, architects, engineers, specialty Vendors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the Vendor to follow the requirements of this policy.
Vendor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting shall be paid for by the Vendor selected.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Vendor accepts and acknowledges that it is and will continue to comply with said terms and conditions for the term of the award.

55. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its Subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
56. **Recovered Material (2 CFR §200.322):** **applies to all contracts greater than \$10,000.00.** Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the

value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

57. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
58. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): applies if contract is greater than or equal to \$100,000.00.** Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
59. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
60. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.
61. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
62. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:
- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
 - d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
63. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276C):** The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Vendor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
64. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):** Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
65. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Vendor, certifies that it is, and will continue for the term of this contract, to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
66. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704):** No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
67. **Buy American (7CFR PART 210.21(D)):** For commercial food products, served in the school meals program, Vendor must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).
68. **Civil Rights:** The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.
69. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
70. **Fraud and False Related Acts:** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor actions pertaining to this contract.

DETAILED SPECIFICATIONS

RFP #2324-0037

**Public-Private Partnership (P3) to Build High School & Remodel and Renovation of
Continuum Campus Facilities**

1. **Overview:** The proposal submitted shall include five (5) hard copies and one (1) electronic copy submitted no later than 2:00PM on June 24, 2024. All packages must be clearly labeled “High School Build & Remodel and Renovation of Continuum Campus Facilities – RFP-2324-0037” and sent to Business Services Department, School District of DeSoto County, 530 LaSalona Ave, Arcadia, FL 34266. The district will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late submissions shall not be accepted.

Design Criteria/Scope of Work:

The scope of the response must include all plans, designs, permitting, and approvals to achieve the following:

- Renovation of an existing Elementary School
 - o Allocation Cap of \$2 million
- Renovation of the existing Middle School
 - o Adding additional bathrooms and fixtures to accommodate 900 elementary students
 - o Replace all light fixtures with modern fixtures
 - o Replace air handlers and upgrade HVAC throughout
- Renovation of the existing High School
 - o Allocation Cap of \$6 million
- Construction of a New High School
 - o 1379 Student Stations
 - o Built to specifications to be a temporary hurricane shelter
 - o Include safety and security features including fencing, cameras, lighting, and a single point of entry
 - o Auditorium to accommodate a minimum of 400
 - o Land Purchase Price of \$4.1 Million
 - 2 Consecutive 10-acre parcels already under contract by the district
- All work must be completed by the commencement of 2026-2027 School Year

All proposals must be inclusive of all onsite and offsite improvements.

All proposals should be built according to State Requirements for Educational Facilities requirements and Florida Building Code.

All proposals must provide all Furniture, Fixtures, and Equipment.

This solicitation is being posted as a result of a received unsolicited proposal per Florida Statute 255.065

2. Questions About the RFP: Any questions concerning the Request for Proposal shall be directed in writing to:

Contact: Michelle Sikes, Purchasing Specialist

Email: michelle.sikes@desotoschools.com

Phone: (863) 494-4222

Copies of the addenda will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document, by addendum to this RFP, or by other contract documents approved and signed by the District, will be binding on the District.

3. Estimated Timeline

May 31, 2024	Release of RFP
June 10, 2024	A Non-Mandatory Pre-Proposal meeting is scheduled for 11:00 AM EST via Google Meet. https://meet.google.com/udm-dskb-bcr
June 14, 2024	Written questions due in the Purchasing Department by 2:00 PM EST . Email questions to Michelle Sikes at Michelle.Sikes@desotoschools.com
June 24, 2024	Proposals due on or before 2:00 PM EST Business Services Department
July 9, 2024	Evaluation Committee Meeting Review and Scoring of Written Proposals 10:00 AM EST
July 2024	Optional interviews, schedule at the District's discretion
July 2024	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

4. **Public Payment and Performance Bond:** If during the contract term, the awarded Vendor is approved to perform construction services, then the Vendor shall be required to provide a public payment and performance bond executed by a surety company satisfactory to the School Board and licensed to do business in Florida, in accordance with Florida Statutes and School Board policy. The Vendor shall furnish the School Board with a public payment and performance bond that has been recorded in the Public Records of DeSoto County, Florida in the full amount of Board approved services if valued over \$200,000.00 at no additional cost to the School Board. Assignment of any additional work beyond the amount of the bond procured will require additional bonding prior to execution of work.

THE FOLLOWING MUST BE SUBMITTED, BY THE AWARDED VENDOR(S), WITHIN FIVE (5) BUSINESS DAYS OF THE AWARD; FAILURE TO SUBMIT MAY BE GROUNDS FOR THE BOARD TO RESCIND THE AWARD.

- Public Payment and Performance Bond, recorded in the Clerk of Courts, DeSoto County, Florida
- Certification of Insurance
- Proof of Recording of Documents
- W-9 Form

If within five (5) business days after notification by the District of Board approval of the Award, the successful Proposer(s) refuses or otherwise fails to furnish the required Public Payment and Performance Bond or fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Award.

5. **Proposal Submittal Requirements - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All proposals submitted shall include five (5) hard copies and one (1) electronic copy submitted no later than 2:00PM on June 24, 2024. All packages must be clearly labeled "High School Build & Remodel and Renovation of Continuum Campus Facilities – RFP-2324-0037" and sent to Business Services Department, School District of DeSoto County, 530 LaSalona Ave, Arcadia, FL 34266. **Failure to comply with response submittal requirements may be grounds for response rejection.**

DOCUMENT 1

PROPOSAL

- a. **Proposal Information Sheet:** The Proposer Information sheet is the second page of the proposal.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Number of years Proposer or Proposer's Team has been in business.
 - ii. List of other or former names the Proposer or Proposer's Team operated.
 - iii. If the Proposer or Proposer's Team is a corporation, list the date of incorporation, State of incorporation, President's name, Vice-president's name, Secretary's name, Treasurer's name.
 - iv. If the organization is a partnership, list the date of organization, type of partnership (if applicable) and name(s) of general partner(s).
 - v. If the Proposer or Proposer's Team is individually owned, list the date of organization and name of owner.
 - vi. List jurisdictions and trade categories in which the Proposer or Proposer's Team is legally qualified to do business, and indicate registration or license numbers, if applicable.
 - vii. List jurisdictions in which the Proposer or Proposer's Team's partnership or trade name is filed.
 - viii. Provide Proposer or Proposer's Team, employees having employment relationship with (or holding an office at) the School Board of DeSoto County owning an interest of 5% or more of the Proposer's company or its affiliates or branches.
 - ix. Indicate that the proposal is free of trade secret/proprietary information.
 - x. Indicate that your firm has reviewed and agrees with the Terms and Conditions of the Interim and Comprehensive Contract Agreements.

- xi. Proposer shall use industry-standard project administration software and programs that can interface and integrate with the District's project tracking system and information technology (IT) systems and provide a web-based system with acceptable access to District.
 - a. Please list your firm's project management software.
- d. **Professional Qualifications:**
 - i. Identify which Team Member will be responsible for which elements of the proposed solution, and the Team Members' experience providing similar services on school construction projects.
 - ii. Proposer shall provide proposed staff names and resumes highlighting relevant skills and experience.
 - iii. Describe in depth similar projects, with at least one of which was fast tracked or a P3 project, that was successfully completed within the last 5 years. Similar size may include size, complexity, type, etc.
 - iv. Proposer shall provide current copies of all Professional License, Certifications, etc. for all proposed team members.
 - v. Proposer shall provide a company overview and history and an overview and history of each proposed Team Member's company (e.g., proposed designer, general contractor, management company, etc.), including, but not limited to, the following:
 - a. Name and address of the Proposer and each proposed Team Member, and corporate structure.
 - b. Primary location of the Proposer's office which will have direct responsibility for this project and that of any Team Member.
 - c. Provide a description of the standard services offered by the Proposer.
 - d. Provide a listing of professional organizations of which the Proposer is a member.
 - e. Provide descriptions of the three (3) prior projects accomplished by the Proposer and any Team Member which most closely document the Team's capability to satisfy the School Board's requirements as stated in the RFP. Include overall project information. If any such projects involve a public/private partnership, please identify the public entities and the name, address, telephone, and email of each such project's contract administrator.
 - f. Identify which Team Member will be responsible for which elements and the Team Members' experience with other institutions of K-12 school or other School Board entities.
- e. **General Business Terms:**
 - i. Proposer shall provide a timeline for the delivery of a turn-key solution.
- f. **Innovative Design Techniques and Cost-Reduction Terms:** Proposer shall describe the approach to be applied to implement the objective defined in the Scope of Work herein.
 - i. Proposer shall describe their innovation design techniques.
 - ii. Proposer shall describe how this project will be implemented.
 - iii. Proposer shall describe measures of success for each task and deliverable.
 - iv. Proposer shall describe provide a project timeline depicting schedule, Proposer and Proposers Team resources, District resources, and milestones.
 - v. Proposer shall describe address how the Proposer's overall vision ties design intent with project planning and construction, resulting in delivery of a new high school and remodel and renovation of continuum campus facility objectives.
 - vi. Proposer shall describe present a conceptual design illustrating Proposer's understanding of the scope of services, design intent, other goals and considerations and highlighting overall qualifications.
 - vii. Proposer shall describe the proposed Design/Construction method to achieve the RFP objectives and the major steps throughout the process.
 - viii. Proposer shall provide cost-reduction techniques proposed for this project.
- g. **Cost Proposal, Bonding and Financing Plans:**
 - i. Provide an all-inclusive, not-to-exceed, fee for a turnkey solution to build new high school and renovation and remodel of a high, middle and elementary school, as defined in the Scope of Work on page 15.
 - ii. Proposer shall include the following bonding requirements:
 - a. Letter from a surety company stating the following:
 - b. Confirmation the surety is licensed to do business in the State of Florida.
 - c. Confirmation the Proposer has bonding capacity for the estimated total project cost.
 - d. State the Proposer's total bonding capacity.
 - iii. Proposer shall provide financing plan for District consideration.

- h. **References:** Provide three (3) references to whom Proposer and each Team Member for each major component of the RFP: (1) design, (2) construction, (3) operations, and (4) support of the client. Each reference must be within the last 5 years and should include the Company Name, Contact Name and Title, Mailing Address, Current Phone Number, and E-mail address.

DOCUMENT 2

FINANCIALS (information included in this upload will not be released when asked for Public Records)

- a. Include copies of the two most recent financial and annual reports for Proposer and each Team Member or provide a URL for publicly available information.
- b. Disclose if the Proposer or any Team Member has ever declared bankruptcy, otherwise been declared insolvent, has had a delinquency judgement issued against it in any court of competent jurisdiction, been placed in receivership, or any litigation that could significantly impact your financial operating results or financial position. If yes, attach a statement indicating the date, court jurisdiction, trustee or receiver's name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy, insolvency, delinquency, or receivership.
- c. Describe in detail any projects within the last three years where liquidated damages, penalties, liens, judgments, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened, or filed against the Proposer or any Team Member.

RFP SELECTION CRITERIA

Evaluation of Proposals – Evaluation Criteria: Proposals shall be scored using a weighted scale of 0 to 10

SCORING OF WRITTEN PROPOSALS

EVALUATION CRITERIA #1		WEIGHTED PERCENTAGE
1	Experience as a collective team with P3(public private partnership) building process ¹	20%
EVALUATION CRITERIA #2		
2	Project scope of work (familiarity with the scope of work, including land development)	20%
EVALUATION CRITERIA #3		
3	Innovation Design Techniques or Cost-Reduction Terms	20%
EVALUATION CRITERIA #4		
4	Demonstration of Resources- (Fiscal backing, performance bonds, access to resources)	20%
EVALUATION CRITERIA #5		
5	Ability to deliver on time	20%
TOTAL POSSIBLE POINTS		100%

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a “short list” in order to enter into final contract negotiations with none, one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

¹ Proposers must identify all entities that will be part of the P3 team, including but not limited to the General Contractor, Design Professional, and/or Financing Consultant.

