



INVITATION TO NEGOTIATE
 School District of Lee County
 Department of Procurement Services
 (239) 337-8180 Phone

Release Date: January 22, 2018
 ITN No.: **N187324LN**
 ITN Title: **CONCRETE FINISHING AND BLOCK WORK**
 Contact: Lorie Nein (LorieLN@Leeschools.net)

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **2:00p.m. local time on February 6, 2018** and plainly marked ITN No. **N187324LN CONCRETE FINISHING AND BLOCK WORK**. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|--|---|
| <input type="checkbox"/> (Attachment A) Proposal Response Form | <input type="checkbox"/> Evidence of office within 75 miles of the District's Maintenance Dept. |
| <input type="checkbox"/> (Attachment B) Reference Form | <input type="checkbox"/> Attachment A in a usable Microsoft Excel format on flash drive. |
| <input type="checkbox"/> (Attachment C) Insurance Requirements Form | <input type="checkbox"/> Copy of current State of Florida General Contractors License |
| <input type="checkbox"/> (Attachment D) Addenda Acknowledgement Form and copies of each addenda | <input type="checkbox"/> Proof of 5 years of experience offering concrete finishing and block work services. |
| <input type="checkbox"/> (Attachment E) Debarment Form | <input type="checkbox"/> Business history, resources and experience (Section 7) |
| <input type="checkbox"/> (Attachment F) Drug Free Workplace Form | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies, and an electronic version on flash drive as required herein. |
| <input type="checkbox"/> (Attachment G) Public Entities Crime Form <u>must be notarized</u> | |
| <input type="checkbox"/> (Attachment H) Corporate Overview, Experience and Key Personnel | |
| <input type="checkbox"/> (Attachment I) Sealed Proposal Label | |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

Telephone: _____ Email Address: _____

Name of Owner or Authorized Officer/Agent: _____ Title: _____

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)

Date: _____

Anti-Collusion Statement/Public Domain: I, the Proposer, have not divulged, discussed, or compared this proposal with any other Proposer/firm/individual and have not colluded with any other Proposer/firm/individual in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain 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 with this proposal this **Required Submittal Checklist**, 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 a "NO RESPONSE" for the following reason(s):

- | | |
|---|--|
| <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"/> We do not offer the product/service | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other: _____ |

TABLE OF CONTENTS

	<u>Page</u>
Required Submittal Checklist	1
General Conditions.....	3
Detailed Specifications.....	11
Estimated Timeline.....	12
Proposal Submittal (Information to be Included in the Proposal).....	12
Evaluation of Proposals.....	14
Exhibit 1 – School District of Lee County Delivery Locations	20
Attachment A – Proposal Response Form	23
Attachment B – Reference Form.....	25
Attachment C – Insurance requirements Form	26
Attachment D – Addenda Acknowledgement Form	28
Attachment E – Debarment Form	29
Attachment F – Drug-Free Workplace Certification Form	30
Attachment G – Public Entity Crimes Form.....	31
Attachment H – Corporate Overview, Experience and Key Personnel.....	33
Attachment I –Proposal Mailing Label	35

GENERAL CONDITIONS

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

1. **Sealed Proposal Requirements:** The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications 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 Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
3. "Contractor" 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.
4. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN 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.
5. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
6. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
7. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Contractor 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 Contractor 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.
8. **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.
9. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITN due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN 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 Procurement Agent in writing no more than three (3) days after the receipt of the documents.
10. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on flash drive identical to the original in PDF format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.

- b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.
11. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
 12. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
 13. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
 14. **Original and Renewal Term:** The award resulting from this ITN 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 ITN (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 Department of Procurement Services, 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.
 15. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Contractors 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 Department of Procurement Services.
 - (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 respondent or any individual on behalf of a Contractor will result in rejections/disqualification of said response.
 - (b) Violation of the provision regarding lobbying may also result in debarment of the Contractor as provided in Policy 6.071.
 16. **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.
 17. **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 Contractor 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. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. 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.
 18. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Contractor, 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 Contractor 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 Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
 19. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. 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, quality, and suitability for the intended purpose 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 the 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 at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County’s website <http://www.leeschools.net/procurement>.
- 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.

20. **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 ITN 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.

21. **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 ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. 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.

22. **General Information about the District:** The District and its School Board of Lee 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 seven 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.
- b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District’s enrollment is approximately 90,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.

23. **Price Adjustments:** 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:

- a) The volatility is due to causes wholly beyond the Contractor’s control
- b) The volatility affects the marketplace or industry, not just the particular Contractor’s source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship.

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.

24. **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, Contractor may propose a substitute product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor 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.

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

- a) When on District property, the Contractor 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 Contractor 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. 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 Contractor'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 Contractor's employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Contractor'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. Contractor'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 Contractor 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 Contractor 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 Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor, 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 insure 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 Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- l) Contractor 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, Contractor 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, Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such utilities service. If Contractor 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 Contractor within five (5) business days of written demand for same from the District.
- n) Contractor 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 Contractor'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. Contractor 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. Contractor 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 Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- o) When requested, Contractor 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 Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor 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 Contractor 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.

26. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractors 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.

- 27. **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.
- 28. **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.
- 29. **Worker's Compensation:** Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Contractor shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor 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 Contractor 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) Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Contractor 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) Contractor has been engaging in business operations in Cuba or Syria.
- 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 Contractors 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 Contractor 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. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.

33. **Indemnity:** This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless Contractor 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. Contractor 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 Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor'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's limit of, or lack of, sufficient insurance protection.
34. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
35. **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 Proposer.
36. **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.
37. **Ethics:** All awarded Contractors 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.
38. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of financial statements.
39. **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.
40. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
41. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
 - a) The Contractor will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**
 - 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.
 - c) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
42. **Liquidated Damages Recovery:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On

any occasion where the Contractor 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 Contractor 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 Contractor.

43. **Contact Information:** The Contractor 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 Contractor 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.
44. **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 Lee 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.
45. **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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor 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

46. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor 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 Contractor providing any services on campus while students are present. The Contractor 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 Contractor and its employees. Contractor 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. Contractor 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. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify the District within 48 hours of such.
- a) The parties agree that in the event that Contractor 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. Contractor 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 Contractor'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. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors 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 Contractors to be fingerprinted in every District in which they provide services.
 - c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
 - d) Any costs associated with obtaining District badges through the Department of Professional Standards and

Equity shall be the sole responsibility of the Contractor.

47. **Contractor Process for Fingerprinting:** Upon award, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: (a) Prior to the start of work on any District site, all construction Contractors and other Contractors including but not limited to construction manager, company owners, architects, engineers, specialty Contractors, 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 Contractor or a subcontractor, to a District construction site or any District property it is the responsibility of the Contractor to follow the requirements of this policy.

Contractor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: <http://www.leeschools.net/vendor-fingerprinting-faq>.

Contractors who will never be present on a school district campus are not required to be fingerprinted. Effective May 12, 2014, fingerprinting services for Contractors with the School District of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

DETAILED SPECIFICATIONS
ITN No. N187324LN
CONCRETE FINISHING AND BLOCK WORK

1. **Overview:** Sealed proposals for Concrete Finishing and Block Work will be received from eligible proposers at the School District of Lee County (hereinafter "The District"), **Department of Procurement Services**, 2855 Colonial Blvd, Fort Myers, FL 33966, until **February 6, 2018 at 2:00 PM local time**. Project scope is to secure firm prices for **Concrete Finishing and Block Work** for various locations throughout the District on an as needed basis. **Proposers may submit a response for one, some or all services**. This ITN shall include new concrete construction; as well as, patching and repair of existing concrete and block work. Concrete work will include but is not necessarily limited to footers, sidewalks, walkways, structural slabs, slab on grade, and play courts at various school and District sites throughout Lee County. Block work will include those activities standard to the trade and shall include but are not necessarily limited to footers, lentils, load bearing and free standing walls. All work shall be in accordance with the provided specifications, drawings and/or directions of the District for each job.

The District anticipates awarding to one or more proposers for a period of performance of three (3) years plus options for three (3) additional one (1) year periods under the same terms and conditions. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Lorie Nein at LorieLN@Leeschools.net and provide the responding Proposer's name, primary point of contact for this Proposal, phone number, and e-mail address.

All proposals submitted shall be on the Proposal Response Form, Attachment A, included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://www.leeschools.net/procurement>

The District does not discriminate based on race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **Minimum Qualifications:** The following requirements are necessary for proposals to be considered for evaluation.
- a) Proposers shall submit a current copy of State of Florida General Contractors License.
 - b) Proposers shall submit proof of 5 years of experience offering concrete finishing and block work services.
 - c) To meet the District's requirement for prompt, responsive service capabilities, Proposer to submit sufficient evidence to establish it has an office, conducting similar business, which was in existence at least 6 months prior to solicitation release date, within 75 miles of the District Maintenance Department, 3308 Canal Street, Fort Myers, FL 33916, and it will be the primary office from which the project(s) will be managed.

3. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:
The School District of Lee County
Department of Procurement Services
Lorie Nein, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
LorieLN@LeeSchools.net.

All questions must be received no later than **January 31, 2018 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <http://www.leeschools.net/procurement>.

Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

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

No verbal or written information which is obtained other than by information in this document or by addendum to this ITN will be binding on the District.

4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal.
5. **Orders and Payment:** All orders will be placed directly to the Contractor by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.

6. **Estimated Timeline**

January 22, 2018	Release of ITN No. N187324LN
January 31, 2018	Written questions due in the Department of Procurement Services by 2:00 PM, local time
February 6, 2018	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
February, 2018	Evaluation Committee reviews proposals
February, 2018	Optional interviews, schedule at the District's discretion
March 13, 2018	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.

7. **Proposal Submittal - 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 responses to the ITN shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria. Include one (1) original, manually signed

proposal, six (6) copies, and an electronic version a flash drive identical to the original. If the District provides Attachments to be completed by proposers, the Attachments shall be completed in a usable Word or Excel format. **An electronic copy, on flash drive, of the completed Attachment A in Excel Format shall be submitted with the proposal.** (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) **Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.**

- a. **Table of Contents:** Include a clear identification of the material by section and by page number.
- b. **Title Page:** Include ITN number, subject, the name of the proposer, address, telephone number, email address and the date.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
 - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
 - iii. Current State of Florida General Contractors License.
 - iv. Declare the Proposer's office a business location is within 75 miles of the Maintenance Services Department, 3308 Canal Street, Fort Myers, FL 33916.
 - v. Provide proof of 5 years of experience offering concrete finishing and block work services.
- d. **Required Submittal Checklist:** Proposer shall complete and submit the ITN Required Submittal Checklist coversheet (page 1 of the ITN) **with all required information completed and all signatures** (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.
- e. **Key Personnel:** Proposer shall identify an Account Representative/Manager or key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products. Include resume(s) for proposed key personnel.
- f. **Attachment A - Proposal Response Form (Pricing):** Submit proposed hourly labor rates. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that Contractors will be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.
- g. **Attachment B – Reference Form:** Proposer shall submit a minimum of three (3) references for commercial/institutional customers for whom the Proposer has the ITN requested services performed the ITN requested services within the last five (5) years. References that show experience with K-12 organizations are preferred.
- h. **Attachment C – Insurance Requirements Form:** Proposer shall respond to the District's insurance requirements.
- i. **Attachment D – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.

- j. **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
 - k. **Attachment F – Drug Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug Free Workplace Form must be signed and returned.
 - l. **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized.**
 - m. **Attachment H – Corporate Overview, Experience and Key Personnel:** Proposer shall complete the form with all the required information.
 - a. **Corporate Overview:** provide the location of the office from which service is to be performed; the number of employees; indicate the number of years the business has been in operation; disclose under what other or former name(s) the Proposer is currently operating or has operated; provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect.
 - b. **Corporate Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN.
 - c. **Key Personnel:** Proposer shall identify key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products, and years of service and experience. List the names of personnel who currently hold a Universal Vendor Badge for Florida School Districts, or who hold current District contractor badges.
 - n. **Attachment I – Proposal Mailing Label:** Accurately completed and adhered to sealed proposal.
8. **Evaluation of Proposals – Evaluation Criteria:** Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Pricing	30
Certifications	30
Experience	30
Submittal (completeness, correctness, and clarity)	10
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 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.

EVALUATION CRITERIA	MAXIMUM POINTS
Company Resources	25
Availability of Immediate Resources	25
Project Approach **	25
Best Value to the District	15
Safety Policy and Procedures	10
TOTAL POSSIBLE POINTS	100

** A site visit, requesting the following from vendors, will be used in part to evaluate vendors:

- a) Evaluate and describe the causes of failure.
- b) Provide a detailed project approach for repairs.
- c) Provide cost estimate for repairs.

9. Technical Specification

- a. This ITN is for small improvement projects or maintenance of concrete and block work; the intent is not for the purpose of concrete or block work required for the construction of new schools or major renovation and remodeling projects.
- b. The price per square foot will include 6" x 6" wire mesh, hand grading forming (including lumber); as well as, the sawing and removal of small sections of concrete. A minimal amount of hand wheeling to areas inaccessible to concrete trucks will also be included. The ITN prices are firm for the duration of the agreement.
- c. It is estimated that the annual expenditure will be \$470,000; however, there is no guarantee of the number or size of projects that may be required. This is an as needed, when needed contract. If any project will total more than \$200,000.00 a bond will be required.
- d. Contractor will be responsible for the expense of repairing any cracked or broken concrete (sidewalks, curbs, etc.) caused by construction vehicles, work, or other Contractor activity.
- e. It is the Contractor's responsibility to visit the sites to assess existing conditions prior to submitting proposals for each project. Upon arrival at any School/District site, immediately check in with the school administrative office or project manager.
- f. Contractor shall field verify all measurements and information.
- g. Contractor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus and property of every description used in connection therewith. Variations on the specifications or ITN documents shall not be permitted without the knowledge of the District representative and confirmation by written addendum or change order.
- h. Awarded contractors may be required to submit cost estimates for specific projects. Upon contracted award, the District will award projects at its sole discretion.

10. Coordination

- a. All work resulting from this ITN shall be coordinated with the Maintenance Services Department designee, to provide thorough and consistent scheduling and work flow throughout this contract. All scheduling is to be submitted in advance to the Maintenance Services representative before work is

to start. Contractor shall not accept any work directives other than those issued through the Maintenance Services Department.

- b. The use of subcontractors shall require written pre-approval by the District. There will be no markup allowed for subcontracted work. All subcontractors are the sole responsibility of the Contractor. District identification badges shall be worn and clearly visible while on any District property.
- c. The Contractor shall appoint a person or persons to act as primary contact(s) with the District. This person or 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. All employees of the Contractor shall be considered to be at all times, the sole employees of the Contractor, under his/her sole direction and not an employee or agent of the District. The Contractor shall supply competent, badged and physically capable employees.
- d. Contractor shall thoroughly examine and be familiar with all the specifications. The District shall review with the Contractor, all work accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work. Contractor shall provide project manager with timely notice of readiness of the work for all required inspections, tests or approvals. Projects may be terminated by designated District staff if deemed impractical based on budgetary constraints and/or site safety considerations.
- e. All services performed shall be subject to physical inspections and approval by District personnel for contractor compliance and satisfaction prior to acceptance of services rendered. The Contractor or authorized representatives shall be available upon request for these joint inspections.
- f. Services/equipment shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. No statement within this proposal request shall negate compliance with any applicable governing regulation.
- g. In the event of any Asbestos detection or suspicion, the Contractor shall immediately cease work, secure the area and contact the District. The District will be responsible for any required abatement.

11. Concrete - Technical

- a. All concrete shall be installed in accordance with ACI Standards. Addition of water, on site, to batch mixed concrete shall not be allowed. Interior exposed concrete shall be hardened and sealed with a colorless chemical hardener containing not less than 2 lbs. flousilicates per gallon of hardener, or a colored mix as may be indicated in the finish schedule appendix and painting divisions of this outline specification. Finish of concrete shall be appropriate to the design use. Joints shall be generally saw cut, however may be tooled in areas of aesthetic importance provided the joint is tooled to a depth not less than 1/3 the slab thickness.

12. Concrete Reinforcement

Steel Reinforcing Bars: Conform to ANSI/ASTM A615, Grade 60, deformed as required by design. All projecting reinforcing steel shall be properly protected with OSHA approved safety buttons or devices.

Welded Wire Fabric: ANSI/ASTM A185 welded steel wire fabric. Place in forms prior to placement of the concrete. No wet setting of imbeds or dowels shall be allowed.

13. Concrete

- a. 3000 psi, 28 Days curing time.

- b. All footings shall be formed.
- c. All items such as pipes and conduits shall pass below or be sleeved through the wall.
- d. Undermining shall not be allowed.

14. SLABS ON GRADE

- a. 3000 psi, 28 days curing time.
- b. Control joints may be saw cut if completed within 24 hours of pour.

15. STRUCTURAL SLABS

- a. 4000 psi minimum, 28 days curing time or as required by design.

16. SIDEWALKS AND WALKWAYS

- a. 3000 psi, 28 days curing time and shall be 4" thick concrete, with 8"x8" turned downed edges, light broomed finish.
- b. Do not provide reinforcing wire or fiber mesh reinforcing.
- c. All edges of slab and walks shall be tooled.
- d. Control joints shall be saw cut to a minimum of 1/3 the slab thickness in a pattern approximately 5'-0" o.c. each way.

16. PLAY COURTS

- a. 3000 psi, 28 days curing time.

17. EXPANSION JOINTS

- b. Shall be asphalt impregnated board of thickness as required for installations. Top of material shall be flush with finished surface adjacent.
- c. All locations of expansion joints shall be placed as indicated.

18. STUCCO

- a. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminates, manufactured for use in portland cement plaster.
- b. Base-Coat Cements: Portland cement, ASTM C 150, Type I.
- c. Base-Coat Aggregate: Sand, ASTM C 897.
- d. Job-Mixed Finish Coat: Comply with ASTM C 926.

- e. Portland cement, ASTM C 150, Type I or Masonry cement, ASTM C 91, Type N.
- f. Factory-Mixed Stucco Finish Coat: Formulation of portland cement, aggregate, coloring agent, and other proprietary ingredients.
- g. Factory-Mixed Finish Coat: Formulation of portland cement, lime, aggregate, and coloring agent, compatible with base coat and finish texture indicated.

19. MASONRY

- a. Care should be taken not to expose finished CMU to the hazards of other construction. Adequate protection for the finished product shall be required during other construction.

20. WORKMANSHIP

- a. All workmanship shall be in accordance with the practices of the Brick Institute of America and high quality, general trade practices.
- b. All brick cubes shall be properly dismantled, diagonally. Work shall draw upon multiple cubes for color blending.
- c. All head joints shall be full and visually plumb. Joints shall be tooled at a consistent time from setting and shall be from the last joint tooled up towards the freshest joint. Tooled time shall be controlled for a consistent joint mortar color. All mason's tools shall be compared for a consistent appearance of the finished joint.
- d. Soft brush all fresh work, unless otherwise required.
- e. Scaffold board shall be turned up at night and prior to rain to avoid splatter. All cavity walls shall be kept dry and clean of mortar droppings. Water repellent covers shall be placed over the work at the end of the day and prior to rain, and shall be secured to prevent weather dislodgment. Walls shall be kept as free of mortar smears and drops as possible. Begin cleaning operations as soon as possible.
- f. Job mixed, detergent solutions as recommended by the NCMA (National Concrete Masonry Association) shall be utilized for masonry cleaning. Begin cleaning as soon as mortar has thoroughly set and cured. Do not wait until completion of masonry work to begin cleaning process.
- g. Clean by hand with wooden paddles and non-metallic scrapers or chisels.
- h. Application of cleaning solution shall be with pump-up sprayers. Pressure cleaning shall not be allowed.
- i. All cavity wall areas shall be provided with weep holes located above the elevation of adjacent, finished grade and/or sidewalk. All weep hole installations shall comply with the latest issue of the Brick Institute of America, Technical Notes.
- j. Expansion joints shall be not more than 30'-0" o.c. and at wall openings as recommended by the Brick Institute of America.

21. CONCRETE MASONRY UNITS AND BRICK

- a. Concrete Masonry Units (CMU) - Hollow, load bearing, conforming to the requirements of ASTM C90, Grade N, No. 1 smooth for painted finishes.

- b. Brick - Standard modular size, 2-1/4" x 3-5/8" x 7-5/8", Grade SW, type FBA, FBS or FBX with special shapes as required. Acrylic or straight silicone sealers and/or water repellent shall not be utilized on brick surfaces.
- c. Mortar - Comply with ASTM C270 proportion specification for Type N mortar, all joints tooled (raked joint shall not be allowed). Testing shall be in compliance with District testing standards. Mortar color shall be standard gray. Special color mortars are discouraged and acceptable only in special installations. All mortar mixing operations shall utilize a hopper measuring device for solids and water shall be measured for proper proportions. Mixer shall operate for a minimum of seven (7) minutes.
- d. Masonry Reinforcement - Shall be continuous steel horizontal reinforcement, galvanized, complying with ASTM A62 for high tensile steel, ladder type, hook and eye at cavity wall, Dur-o-wall or equal.
- e. Concealed Flashing - Utilize copper plus lead sheet flashing of minimum 2 oz. weight or as required for the application. Flashing shall be Phoenix "Cop-R Flash" type A or equal products similar to Wasco's "Cop-R-Tex", Afco's "Cop-A-Bond", Sisalkraft's "Copper Armored", or Sandell's "Copper Kraft".
- f. Lintels - Concrete masonry shall be of modular size, cut to length as may be required for the fit to masonry joint patterns in the surrounding wall areas. Miscellaneous steel angle lintels shall be aluminum or hot dip galvanized after fabrication. Exterior exposed lintels shall be aluminum.
- g. Cavity Wall Insulation - 1-1/2" extruded polystyrene, R-7.5 (75 aged 'R') minimum. Cavity Wall Insulation shall be adhered to the exterior face of the interior width of the masonry wall. All joints shall be sealed to prevent air infiltration.

EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

Adult and Career Education 2855 Colonial Blvd Fort Myers, FL 33966	Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901	Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917
Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135	Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135	Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905
Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990	Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990	Cape Coral High 2300 Santa Barbra Blvd Cape Coral, FL 33991
Cape Coral Technical College 360 Santa Barbara Blvd. Cape Coral, FL 33993	Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904	Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991
Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916	Cypress Lake High 6750 Panther Lane Fort Myers, FL 33919	Cypress Lake Middle 8901 Cypress Lake Drive Fort Myers, FL 33919
Diplomat Elementary 1115 N.E. 16th Terrace Cape Coral, FL 33909	Diplomat Middle 1039 N.E. 16th Terrace Cape Coral, FL 33909	Dr. Carrie D. Robinson Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903
Dunbar Community School 1857 High Street Fort Myers, FL 33916	Dunbar High 3800 E. Edison Avenue Fort Myers, FL 33916	Early Childhood Learning Services 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916
East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974	Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916	Edison Park Creative and Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901
Estero High 21900 River Ranch Road Estero, 33928	Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931	Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901
Fort Myers Technical College 3800 Michigan Avenue Fort Myers, FL 33916	Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901	Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916
G. Weaver Higgs Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936	Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913	Gulf Elementary 3400 S.W. 17th Place Cape Coral, FL 33914
Gulf Middle 1809 S.W. 36th Terrace Cape Coral, FL 33614	Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903	Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971
Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971	Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993	Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908
Ida S. Baker High 3500 Agualinda Blvd Cape Coral, FL 33914	Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33909	J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903
James Stephens Int'l Academy 1333 Marsh Avenue Fort Myers, FL 33905	Lehigh Acres Middle 104 Arthur Ave Lehigh Acres, FL 33936	Lehigh Elementary 200 Schoolside Drive Lehigh Acres, FL 33936

Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971	Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908	Manatee Elementary 5301 Tice Street Fort Myers, FL 33905
Mariner High 701 Chiquita Blvd Cape Coral, FL 33993	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993	Mirror Lakes Elementary 525 Charwood Avenue S. Lehigh Acres, FL 33936
North Fort Myers Academy for the Arts 1856 Arts Way N. Ft. Myers, FL 33917	North Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903	Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905
Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905	Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901	Patriot Elementary 711 S.W. 18th Street Cape Coral, FL 33991
Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966	Pelican Elementary 3525 S.W. 3 rd Ave. Cape Coral, FL 33914	Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922
Pinewoods Elementary 11900 Stoneybrook Golf Drive Estero, FL 33928	Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912	Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908
Riverdale High 2600 Buckingham Road Fort Myers, FL 33905	River Hall Elementary 2800 River Hall Parkway Alva, FL 33920	Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916
San Carlos Park Elementary 17282 Lee Road Fort Myers, 33967	Skyline Elementary 620 S.W. 19th Street Cape Coral, FL 33991	South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912
Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135	Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971	Support Services Annex 3308 Canal Street Fort Myers, FL 33916
Tanglewood Elementary 1620 Manchester Blvd Fort Myers, FL 33919	The Alva School 17500 Church Avenue Alva, FL 33920	The Sanibel School 3840 Sanibel-Captiva Road Sanibel, FL 33957
Three Oaks Elementary 19600 Cypress View Drive Fort Myers, FL 33967	Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912	Tice Elementary 4524 Tice Street Fort Myers, FL 33905
Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971	Trafalgar Elementary 1850 S.W. 20th Avenue Cape Coral, FL 33991	Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991
Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913	Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903	Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971
Veterans Park Academy for the Arts 49 Homestead Road S. Lehigh Acres, FL 33936	Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907	Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966
District Warehouse Operations 3308 Canal Street Fort Myers, FL 33916-6594	Vince Smith Center 2450 Prince Street Fort Myers, FL 33916	Lee Adolescent Mothers Program (LAMP) 3650 Michigan Ave. Suite 2 Fort Myers, FL 33916
Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207 Lehigh Acres, FL 33936	SW Florida Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905	Transportation Central 3234 Canal Street Fort Myers, FL 33916

Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912
Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909	PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931
SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906	Success Academy 3650 Michigan Avenue Fort Myers, FL 33916	Bonita Springs High School 25592 Imperial Parkway Bonita Springs, FL 34135

Lee County Charter Schools: Updated October 2016

Acceleration Middle School 3365 Seminole Avenue Fort Myers, FL 33916-1429	Bonita Springs Charter School 25380 Bernwood Drive Bonita Springs, FL 34135	Cape Coral Charter School 76 Mid Cape Terrace Cape Coral, FL 33990
Edison Collegiate High School 8099 College Parkway Fort Myers, FL 33919	Christa McAuliffe Charter Elementary 2817 SW 3rd Lane Cape Coral, FL 33991	City of Palms Charter High 2830 Winkler Avenue, Ste. 201 Fort Myers, FL 33916
Coronado High School 3057 Cleveland Avenue Fort Myers, FL 33901	Donna J. Beasley Technical Academy 13830 Jetport Commerce Parkway, Suite No. 6 Fort Myers, FL 33913-7726	Florida SouthWestern Collegiate High School-Lee 8099 College Parkway Fort Myers, FL 33919-5566
Gateway Charter Elementary 12850 Commonwealth Drive Fort Myers, FL 33913	Gateway Charter Intermediate 12770 Gateway Boulevard Fort Myers, FL 33913-8654	Gateway Charter High 12770 Gateway Blvd Fort Myers, FL 33913
Goodwill LIFE Academy 5100 Tice Street, Suite D Fort Myers, FL 33905-5203	Harlem Heights Community Charter 15570 Hagie Drive Fort Myers, FL 33908	Island Park High School 16520 S. Tamiami Trail, Suite 190Fort Myers, FL 33908-5349
The Island School P.O. Box 1090 135 1st Street W. Boca Grande, FL 33921-1090	North Nicholas High School 428 SW Pine Island Road Cape Coral, FL 33991-1916	Northern Palms Charter High 13251 North Cleveland Avenue North Fort Myers, FL 33903
Oak Creek Charter School of Bonita Springs 28011 Performance Lane Bonita Springs, FL 34135	Oasis Charter Elementary 3415 Oasis Blvd, Cape Coral, FL 33914	Oasis Charter Middle School 3507 Oasis Blvd. Cape Coral, FL 33914
Oasis Charter High School 3519 Oasis Blvd. Cape Coral, FL 33914	Palm Acres Charter High School 507 Sunshine Boulevard North Lehigh Acres, FL 33971	Pivot Charter School 2675 Winkler Ave. Extension Suite 200 Fort Myers, FL 33901
Six Mile Charter Academy 6851 Lancer Avenue Fort Myers, FL 33912	Unity Charter School of Cape Coral 2107 Santa Barbara Boulevard Cape Coral, FL 33991	Unity Charter School of Fort Myers 4740 South Cleveland Avenue Fort Myers, FL 33907-1311

ATTACHMENT A – PROPOSAL RESPONSE FORM

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES
ITN No. N187324LN
CONCRETE FINISHING AND BLOCK WORK**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

In addition to pricing, provide information required in response to Section 7.

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

Item No.	Item	Price	
		<500 sq. ft.	≥500 sq. ft.
CONCRETE			
1	4" THICK – Price Per Square Foot With Reinforcement (steel or wire mesh 6x6 10 ga. wire)		
2	4" THICK – Price Per Square Foot Without Reinforcement		
3	4" THICK – Price Per Square Foot With Fiber Reinforcement		
4	6" THICK – Price Per Square Foot With Reinforcement (steel or wire mesh 6x6 10 ga. wire)		
5	6" THICK – Price Per Square Foot Without Reinforcement		
6	6" THICK – Price Per Square Foot With Fiber Reinforcement		
7	8" THICK – Price Per Square Foot With Reinforcement (steel or wire mesh 6x6 10 ga. wire)		
8	8" THICK – Price Per Square Foot Without Reinforcement		
9	8" THICK – Price Per Square Foot With Fiber Reinforcement		
10	Clean Fill, if required- Cost Per Cubic Yard		
11	8" x 8" Curb – Cost Per Lineal Foot		
12	16" x 8" Curb – Cost Per Lineal Foot		
CONCRETE FOOTING/REINFORCING			
13	8" Block - Price Per Block		
14	8" thick x 16" Wide Footer, Including #5 Re-bar To Code, Price Per Lineal Foot		
15	#5 Rebar Vertical Reinforcing at 6' o.c. with concrete filled cell per 8' lin. length		

Item No.	Item	Price
BLOCK WORK		
16	8" Block - Price Per Lineal Foot	
17	8" x 8" Lintel - Price Per Lineal Foot	
18	Stucco Work (5/8" min.) - Price per Surface Square Foot	
BRICK WORK		
19	Price per Lineal Foot	

Printed Name: _____

Signature of authorized Contractor representative: _____

Date: _____

ATTACHMENT B – REFERENCE FORM

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, **exclusive of the District**. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

1. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ to _____

2. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ to _____

3. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ to _____

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

The School Board of Lee County Florida Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u> Single Limit Per Occurrence
<u>X</u> 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 School Board of Lee County 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 School Board of Lee County 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 School Board of Lee County.	
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u> Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:	
a) Professional Liability	<u>\$1,000,000.00</u>
b) Builder's Risk	\$ -0-

The School Board of Lee County Florida Insurance Requirements
(Continued)

X 6. Vendor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for all coverages except Workers’ Compensation and Professional Liability.

X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the Proposal Number and Title.**

PROPOSER’S AND INSURANCE AGENT STATEMENT:

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 School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The School Board of Lee County desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each proposer to ensure that all addenda released are received; that all ITN and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with proposal.

Addendum #1 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

ATTACHMENT E – DEBARMENT FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

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.

Instructions for Certification

1. By signing and submitting this ITN, 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 ITN 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," "ITN," 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 ITN is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this ITN 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 ITN 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

- (1) The prospective lower tier participant certifies, by submission of this bid, 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned proposer, in accordance with Florida Statue 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 such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with ITN, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 ITN 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.
5. 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.
6. 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.

7. 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 ITNs or applies to ITN on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT H - CORPORATE OVERVIEW, EXPERIENCE AND KEY PERSONNEL

Corporate Overview: (Company location(s); in business since; operated under other names; any company litigations or regulatory actions filed against; type of licenses)

Company Location(s):

List the names of personnel who currently hold a Universal Vendor Badge for Florida School Districts, or who hold current District contractor badges.

In Operation since: _____

Operated under any other names, if so list:

Any litigation or regulatory action in past 3 years? If so provide details.

Corporate Experience: (list projects similar in size, scope and complexity to those in the RFP)

Key Personnel: (Key personnel identified who shall be assigned to the District, Company Officers, other key personnel along with titles, years of service, experience). Organizational chart may be provided if desired.

ATTACHMENT I - SEALED PROPOSAL LABEL

Attach this "Sealed Proposal" label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

CONCRETE FINISHING AND BLOCK WORK
ITN NO.: N187324LN
OPENS: February 6, 2018 at 2:00 pm