

School Board of Flagler County, Florida

Administrative Offices

1769 East Moody Blvd, Bldg #2
Bunnell, Florida 32110



RFP # 16-03

Lease of Belle Terre Swim and Racquet Club Facilities

Submit Proposals in Person or by Mail to:

RFP #16-03

Purchasing Department

Attn: Carmen Campanella, Director of Purchasing

Flagler County School Board

1769 East Moody Boulevard, Bldg #2

Bunnell, Florida 32110

Proposals due no later than: TBD



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Striving to be the Nation's Premier Learning Organization

RFP #16-03 Lease Belle Terre Swim and Racquet Club Building Facilities, Tennis Courts, and Swimming Pool (Limited Hours).

SPECIAL CONDITIONS

1. **Background and Site Description:** The Belle Terre Swim & Racquet Club (BTS&RC) was constructed by ITT in 1979 to promote growth in the area. The BTS&RC property occupies 11.13 acres and is completely surrounded by a single-family residential development. The BTS&RC originally consisted of the 25-meter pool, a separate baby pool, locker rooms, a pavilion, four tennis courts, and a parking area covered by sprawling oak canopy. ITT conveyed the BTS&RC to Commonwealth in 1996; subsequently, the BTS&RC was conveyed to FCSD in December of 1996. During the School District's ownership of the BTS&RC, an 8-plex modular classroom facility and a pre-engineered steel gym/multipurpose building has been added. The modular classroom facility consists of approximately 5,400 square feet and contains two instructional areas and three unisex restrooms. The gym/multipurpose building consists of approximately 5,000 square feet and contains a large open area, a reception area, and dedicated locker rooms for males and females.
2. **Existing Improvements Description**
 - Belle Terre Swim & Racquet Club Main Building: The main building is a steel pre-engineered building that contains a gymnasium/multi-purpose room with male and female locker rooms.
 - 8-Plex Modular Building: This portable prefabricated structure is a multi-purpose classroom structure totaling 5,378 sq. ft. There are three unisex bathrooms.
 - 4 rubber under-lay tennis courts
 - 6-lane 25 meter swimming pool with male and female locker rooms.
3. **Intent:** The intent of this bid is to secure a group/organization or multiple groups/organizations to enter into an agreement(s) with the Flagler County Public School Board to lease all or a portion of the approximately 5,000 sq. ft. gymnasium/multi-purpose room; 5,000 sq. ft. (portable space), 4 tennis courts and/or 25 meter swimming pool formerly known as the Belle Terre Swim and Racquet Club located at 73 Patricia Drive, Palm Coast, Florida.
4. **Length of Contract:** Contract(s) will be for 1-5 years.
5. **Award:** The award will be made to the group/organization or groups/organizations that, in the determination of the School Board, best meets their interests.
6. **Renewal:** The Flagler County School Board reserves the right to renew the lease(s) after the original term.
7. **Termination:** The contract entered into between the parties may be terminated by the Board upon the occurrence of any of the following conditions:
 - Non-performance
 - Building condemned
 - Non-Payment
 - Conviction of crime
 - School Board determines the best use of the facility would be as a K-12 facility by the District.
8. **Lease Conditions:** Upon making your monthly bid submittal for this lease, you should take the following conditions into consideration:

Insurance: Limits of coverage shall be as follows:

Limits of at least \$200,000 for any one person and \$300,000 for any one occurrence or combined single limit of \$300,000 must be carried.

Statutory limits for workers compensation insurance shall apply and must be provided if a group or organization has employees working at this site.

Automobile Liability Insurance must be carried if the group or organization owns vehicles which will be used at a Flagler County Public School Facility or is hiring or using a third party who will be using their vehicles. Coverage limits including bodily injury and property damage of not less than \$500,000 for each occurrence.

Rental rate: Rental rate bids are suggested to start at \$16/square foot. A minimum of 2,500 sq. ft. Tennis Courts may be leased for private lessons. The pool may be rented for parties at a minimum of three (3) hours. The School District will perform all basic grounds keeping, repairs and maintenance. Any remodeling, renovation or alteration to the facility must be approved by the School District. Exterior Signage must be approved by School District. All utilities and waste removal will be the responsibility of the District.

No official or employee is to contact any School Board member or School District employee regarding this RFP. If it is determined that this has occurred your bid may be considered void and will be removed from further consideration.

Questions regarding this RFP must **only** be submitted in writing to:

Flagler County Public Schools
Attn: Tom Tant
Chief Financial Officer
PO Box 755
Palm Coast, Florida 32164

Or Via email to:

tantt@flaglerschools.com

No question will be accepted after 8/29/15.

The following documents which are attached must be returned filled out and executed or your submittal could be removed from further consideration:

The following documents are all due at the time of RFP Submittal.

1. **1st page of Invitation to Bid**
2. **Quotation Sheet (Only our quotation sheet will be allowed); do not submit on your own form.**
3. **Jessica Lunsford Act**
4. **Drug Free Workplace Form**
5. **Public Entity Crimes Form**
6. **Sealed Bid Label must be on outside of mailed or delivered documents**



SUBMIT BIDS TO:
Flagler County School Board
1769 East Moody Blvd., Bldg. #2
Bunnell, Florida 32110

Request for Proposal

Bid Title: Lease Belle Terre Swim and Racquet Club Gymnasium, Tennis Courts, and Pool (Limited hours).

RFP #16-03

Bid Due Date and Time:

BID OPENING LOCATION: County Office

F.O.B. Destination Point: ANY OR ALL SCHOOLS AND DEPARTMENTS WITHIN Flagler County, Florida

Contact Person: **Mr. Carmen Campanella**
PURCHASING COORDINATOR

Company Name:

Address:

Telephone No.:

City/State:

Zip Code:

Fax No.:

Name of Authorized Representative:

Email Address:

Authorized Representative Signature:

If not bidding list the reason for submitting the "No Bid":

GENERAL CONDITIONS

Bidder: To ensure acceptance of the bid, follow these instructions:

Sealed Bids: All Proposals and this form must be executed and submitted in a sealed envelope (Do not include more than one bid per envelope). The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening, the bid number and name and vendor name and return address. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. **Execution of Bid:** Bid shall contain a signature of an authorized representative in the space provided above and on attached sheets. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to bid shall be initialed.

All costs associated with the preparation of a response to this request for bid are solely those of the bidder. The Flagler County School Board assumes no responsibility for any such costs incurred by the bidder.

2. **Returning of Bid Package:** The complete bid form, as received, must be returned "intact" in a sealed envelope, plainly marked on the outside. If the sealed bid envelope is sent inside a separate mailing envelope or package (FedEx, Priority Mail, etc.) please label properly with bid number and or bid name. Non-compliance with this stipulation may result in your bid not being considered. The bid opening shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and in the proper form to Procurement Services. The bidder is responsible for allowing adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to ensure that their bid is delivered to Procurement Services by the specified due date and time. Bids that for any reason are not so delivered will not be considered. Bids or proposals received after the specified time will not be opened or considered. Procurement Services is not responsible for timely delivery of the U.S. or private courier mail. Offers by telegram, facsimile machine, or telephone are not acceptable. Note:

3. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to Procurement Services. Inquiries must reference the date of bid opening, bid title and bid number. Interpretation of the bid, clarification of bid specifications and requirements or changes to the bid shall be communicated to bidders only by written addenda. Verbal responses to bidders' questions do not constitute an official position unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda shall be signed and returned to Procurement Services by the bid opening date and time. Failure to return such addenda may constitute cause for rejection.

4. **Bid Withdrawal:** Vendors may have their bid withdrawn at any time up to the time and date the bids are due the day of the bid opening. Any bid or proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90)

days from bid opening. The bidder agrees not to withdraw from competition during this ninety- (90) day period to provide ample time for evaluation and acceptance by the School Board.

5. **Bid Opening:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that bid is delivered at the proper time and to the proper place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable. Note: Bid tabulations will be furnished upon request with an enclosed, self-addressed stamped envelope. Bid evaluations will commence at:

6. **No Bid:** If not submitting a bid, respond by returning this form, marking it No Bid" and explain the reason in the space provided above. Failure to respond without justification shall be cause for removal of bidder's name from the bid mailing list.

7. **Prices and Terms:** Bid prices shall be firm and shall include all packing, handling, shipping charges and delivery to the destination shown herein. (a) Taxes: The School Board of Flagler County, Florida does not pay Florida Excise and Sales Taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. (b) Discounts: Bidders shall reflect cash discounts in the unit prices quoted. Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. (c) Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to this bid. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern. (d) Condition and Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current production model available at the time of this bid unless otherwise noted. Containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. Each carton, package, box and/or container shall be labeled with name of item, quantity contained, PO number, and vendor. (e) Payment: Payment will be made by FCPS after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and property invoiced. All invoices must bear the purchase order number. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence. Pricing will be firm for the length of contract unless stated in bid response. Any increases from on school year to another must be submitted in writing to School Board prior to the upcoming school year. And must be approved by both parties prior to invoicing with the new prices.

8. **Merchandise Delivery:** Delivery shall be within thirty (30) days from the date of the receipt of the purchase order, unless actual delivery date is specified herein, if specified delivery date cannot be met, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see

Terms and Conditions). Deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed.

9. **Packaging:** All products shipped shall require packaging to ensure they are received free from damage. Vendors must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in unit prices, as bid.

10. **Damaged Items:** In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the vendor at no cost to the School Board.

11. **Warranty:** The successful bidder shall fully guarantee all items furnished herein against defect in materials and/or workmanship. Should any defect in material or workmanship, excepting ordinary wear and tear, appears during the warranty period, the successful bidder shall repair or replace item(s) at no cost to the School District immediately upon notice from the School Board. The manufacturer's standard warranty shall apply from the date of the delivery.

12. **Freight Terms:** All shipments are to be inside delivery. All items shall be shipped inside delivery F.O.B. Destination, with all transportation charges prepaid and title transferring to the district at time of delivery, unless otherwise stated herein.

13. **Manufacturer's Name & Approved Equivalents:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). Note: Sometimes substitutes are not acceptable. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder must submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The School Board of Flagler County, Florida reserves the right to determine acceptance of item(s) as an approved equivalent bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. If the manufacturer's model number for the items specified herein is: (a) no longer available and has been replaced with a new updated model and specifications, the bidder must submit complete descriptive literature on the new model number, or (b) incorrect, the corrected model number shall be noted on the Bid Price Sheet

14. **Item Substitutions:** Under no circumstance may a vendor substitute a different product for any item they were awarded from this bid, without prior approval. In the event an awarded item is discontinued by the manufacturer during the term of this bid and is not available from either the vendor's or the manufacturer's inventory, then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The bidder must provide an acceptable substitute item at the same bid price or risk being found in default. The vendor must file a written request with Procurement Services and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

15. **Lowest and Best Bid:** The School Board intends to accept the lowest and "best" bid submitted to it. The term lowest aforesaid shall be interpreted to mean the lowest "All or None" Total Net Bid Price for all required tasks, the bid price per item, or bid price per group of items. In determining which is the "lowest" and "best" bid received, the School Board shall also consider and weigh: (a) the experience, qualifications and reputation of each bidder, (b) the quality of products and services proposed by each bidder and, (c) the countywide access to the service. The School Board reserves the right to award to multiple vendors. Pursuant to Section 3, Paragraph III, of the Affirmative Action Minority and Women Business Enterprises Program for the procurement of goods and services, the School Board reserves the right to award approximately 10% of the estimated annual contract amount to a Certified M/WBE Bidder.

16. **Awards:** As the best interest of the School Board of Flagler County, Florida may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsive bidder, then other bids may not be evaluated. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

The School Board reserves the right to terminate an awarded vendor's bid, or any part herein, without penalty. The School Board will notify the vendor of the intent to terminate, in writing, at least thirty- (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty- (30) day grace period. Bids can be extended for any additional years stated in bid. In order to extend the bid, it must be approved in writing by both parties.

17. **Right to Reject:** The School Board reserves the right to reject any or all proposals, to waive technicalities or to accept the proposal(s), which in its judgment best serves the interest of the Flagler County School Board. The school board also reserves the right to award to more than one vendor, for same or similar products or services, to ensure a level of post-award competition. By submitting a response to this bid/proposal, vendors are confirming that their company agrees to accept Purchase Orders or a Flagler County Public Schools Visa Purchasing Card as instruments of authorization for purchases. Any awarded vendor who fails to comply with this requirement will be deemed as failing to perform.

18. **Method of Ordering:** Orders shall be processed only upon receipt of an authorized purchase order issued by the School Board of Flagler County, Florida, or a Flagler County Public Schools Visa Purchasing Card. All orders to the successful vendors shall be initiated on an as needed basis throughout the term of the contract. Orders shall be promptly filled and delivered to any location within Flagler County, Florida. Any item or items received that do not meet specifications will be returned at vendor's expense. In addition, duplicate shipments received will be returned at vendor's expense.

19. **Invoicing:** The successful bidder will be required to submit invoices that reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices, in duplicate, shall be mailed directly to Flagler County Public Schools, Accounts Payable, 3039 Highway 100 East, Bunnell, Florida 32110. A separate invoice must be received for each purchase order number. Payments shall be made to the awarded vendor unless otherwise directed by the school board. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice by notifying the bookkeeper/secretary at the location requesting the materials or services of any discrepancies prior to billing. The school board will only pay the dollar amounts authorized on the purchase order.

20. **Service and Warranty:** Unless otherwise specified, all equipment bid must be new, the latest model, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the bid. During the warranty period, the successful bidder must repair or replace any defective equipment without cost to the school district with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the school district

21. **Non Collusion:** Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for Vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of, this bid. If Vendor violates this provision, Owner shall have the right (which shall be cumulative to the other rights Owner may have) to forthwith terminate this bid without liability and, further, Owner may, at its discretion, deduct from monies then owed to Vendor, if any, or otherwise recover from Vendor the full amount of such fee, commission, percentage, gift or consideration.

- 22. Inspection, Acceptance and Title:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the School Board of Flagler County, Florida.
- 23. Legal Requirement:** Applicable provisions of all Federal, State, County, and Local laws, and all ordinances, rules and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the School Board of Flagler County, Florida by and through its officers, employees, and authorized representatives, or any other persons natural or otherwise, and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 24. Patents and Royalties:** The bidder without exception shall indemnify and save harmless the School Board of Flagler County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board of Flagler County, Florida. If the bidder uses *any* design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 25. Advertising:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.
- 26. Assignment:** Any Purchase Order issued pursuant to this bid invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the School Board of Flagler County, Florida.
- 27. Liability:** The seller agrees to indemnify and save the School Board of Flagler County, Florida, its officers, agents, and employees harmless from any and all judgments, orders, awards, cost and expense including attorneys' fees, and also all claims on account of damages to property, including loss of use thereof or bodily injury (including death) which may be hereafter sustained by the seller, its employees, its subcontractors, or the School Board of Flagler County, Florida's employees, or third persons, arising out of or in connection with this contract and which are determined by a court of competent jurisdiction to be legal liability of the seller.
- 28. Facilities:** The School Board of Flagler County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.
- 29. Equal Employment Opportunity:** The School Board of Flagler County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.
- 30. Escalation:** Escalation provisions by the bidder are not acceptable unless specified herein.
- 31. Samples:** Samples of items, when called for, must be furnished free of expense, on, before, or after bid opening time and date as specified, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference.
- 32. Quantities:** The estimated annual quantities that will be purchased are as shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligate the School Board to purchase these amounts. The estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less. For a period not exceeding ninety days from the date of acceptance of this offer by the School Board of Flagler County, Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid on this invitation. If additional quantities are not acceptable, the bid sheets must be noted, 'Bid is for Specified Quantity Only.'
- 33. Failure of Performance Delivery:** If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, he shall recompense the School Board of Flagler County, Florida for any damage to the said Board caused by his failure to perform as stated.
- 34. OSHA:** The bidder warrants that the product or products supplied to the School Board of Flagler County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.
- 35. Asbestos Statement:** All material supplied to the School Board of Flagler County, Florida, under this bid, must be 100 percent asbestos free unless otherwise specified. Bidder, by virtue of bidding, certifies by signing bid that if awarded any portion of this bid, will supply only material or equipment that is 100 percent asbestos free. No bid will be considered unless this is agreed by the vendor.
- 36. Material Safety Data Sheet:** A Material Safety Data Sheet (MSDS) must be submitted for each chemical that you are bidding. The MSDS sheet must be submitted for a chemical prior to a recommendation being made for award of a bid. Failure to submit a Material Safety Data Sheet within forty-eight (48) hours of request will make your bid unacceptable. This information must be provided in compliance with Florida's Right-To-Know Law.
- 37. Other Governmental Agencies:** It is the intent of this Solicitation to obtain bids to furnish the product(s) services herein specified to the School Board of Flagler County, Florida. Other school boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s) services are to be furnished in accordance with the Contract resulting from this Solicitation.
- 38. Posting of Bid Tabulations:** Bid tabulations will be posted in Procurement Services for review by interested parties for 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 39. Default:** If the bidder defaults after the Board awards a bid and a bond or certified check was not required with the bid, the bidder shall pay to the Board as liquidated damages an amount equal to 5 percent of the unit prices times the quantity, or \$25, whichever amount is larger. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidation damages are due shall lose eligibility to transact business with the Board for a period of one (1) year after the bid award date. Thereafter, the bidder shall request to be placed on the bid list. If this occurs, the Board may opt to re-bid contract or take next best lowest bidder.
- 40. Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. **See attached Form.**
- 41. Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 42. Right to Use Existing Bids:** The school board reserves the right to use other existing Flagler County School Board bids or other approved sources (i.e., State of Florida contracts) when it is in their best interest to do so. If a company currently holds a contract with the State of Florida, Dept of Management Services, Division of Purchasing or the FL Dept of Education to supply the products or services requested in this bid, the bidder shall quote not more than State contract prices. Purchase shall not include items available at lower prices on other FCPS bid awards or State of Florida contracts. The district also reserves the right to bid separately any item(s) and/or service(s) covered under this contract if deemed to be in the best interest of the school board, at any time during this contract term.

43. Tie Bids: If all factors are equal, preference will be given to the vendor who has implemented a drug-free workplace program in accordance with Florida Statute 287.087 by providing a signed certification of compliance with the bid response. If all bids include a signed certificate, the following order of preference will be given to: (1) a vendor with local representative within the state of Florida, or (2) an out-of-state vendor. If multiple vendors reside within Florida, or out-of-state the tie will be broken by a coin toss in the presence of witnesses.

44. Conflict of Interest: All Bidders must disclose with their bid the name of any officer, director, agent, or representative who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, any interest of any amount in the Bidders Company, firm, or branch. The award of this BID is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time.

45. Lobbying: Bidders are hereby advised that they are not to lobby with any District Personnel or Board Members related to or involved with this bid until the Administration's recommendation for award has been posted in the Purchasing Department. All oral or written inquiries must be directed through Procurement Services.

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 a Board Member or District Personnel after advertisement and prior to the posted recommendation on the award of this contract.

Any bidder who is adversely affected by the recommended award may file a protest within the time allowed in section 120.57(3), Florida Statutes. Failure to post bond with the School Board or to adhere strictly to the requirements of Statutes and State Board rules, pertaining to protests will result in summary dismissal by the Procurement Services Department. Additionally, any bidder who is adversely affected by the recommended award may address the School Board at a regularly scheduled Board Meeting.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection/disqualification of said bid.

46. Bid Protests: Bidders are advised that all Bid Protests must be made in accordance with the requirements of the Terms and Conditions of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

All Bidders acknowledge that the significant damages and losses that will be suffered by the Owner as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, all Bid Protests must be accompanied by Security in an amount equal to one (1) percent of the total value of the contract or \$5,000.00, whichever is less.

The Security may be in the form of a bank cashier's check or bank certified check payable to "The School Board of Flagler County, Florida" or the Security may be in the form of a Bond naming as Oblige therein "The School Board of Flagler County, Florida." The Bidder, as the Principal, shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the Bidder's Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-in-Fact who executes the Protest Bond on behalf of an in the name of the Surety thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

Should the protesting Bidder be successful in its Bid Protest, the Security submitted by that Bidder will be returned to the Protesting Bidder in full.

Should the protesting Bidder's protest be unsuccessful, the Security submitted by the protesting Bidder in the form of a cashier's check or certified check shall be kept and retained by the Owner and Owner may receive and retain all monies represented by such check and the Protesting Bidder shall have no right to same or to a refund of any part of same.

If the Protesting Bidder's protest is unsuccessful, and the Security submitted by the Bidder is in the form of a Protest Bond, the Bidder and the Surety on said Protest Bond shall forthwith pay over to the Owner the full monetary amount and penal sum of said Protest Bond, and Owner shall retain such amount and sum.

d, the Bid being protested by the Protesting Bidder must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest or (b) In the case of the Bidder protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

47. Questions Regarding Specifications or Bidding Process:

(a) To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in Paragraph '(b)' below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

(b) **Interpretation of Bidding Documents:** No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

(c) It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

Note: Any and all Terms and Conditions, Special Conditions, or Technical Specifications attached hereto, which vary from these General Conditions.



flaglerschools
Striving to be the Nation's Premier Learning Organization

**DRUG-FREE WORKPLACE
CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

COMPANY NAME

AUTHORIZED REPRESENTATIVE SIGNATURE

Flagler County School District

Sworn Statement-New Contracts

**Sworn Statement Pursuant to Section 1012.465,
Florida Statutes as Amended by
HB 1877, the Jessica Lunsford Act**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the School Board of Flagler County, Florida
(Hereinafter "Board" or "School Board")

by _____
(Print individual's name and title)

for _____ whose
(Print Name of entity submitting statement)

business address is _____

and its Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the Social Security Number (SSN) of the
individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this sworn
(Print individual's name and Title)

statement on behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further I understand the Act defines **"contractual personnel"** to include any vendor, individual or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (e.g. A private bus
(Type of Entity)

contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Flagler County.
7. I understand that "level 2 screening requirements", as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted

11. direct contact with students, and shall not be permitted to have access to school district funds.

12. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board of Flagler County.

13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY THE HB 1877, THE JESSICA LUNSFORD ACT.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465 AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____

Notary Public-State of _____

(Type of Identification)

(Printed, typed or stamped commissioned name of notary public)

The School Board of Flagler County, Florida
Sworn Statement Pursuant to Section 287.133(3),
Florida Statutes Public Entity Crimes

** THIS FORM MUST BE SIGNED AND SWORN IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATH.*

This sworn statement is submitted to: **The School Board of Flagler County, Florida** by:

<hr/>	<hr/>
(Print Company Official's Name)	(Official's Job Title)
<hr/>	<hr/>
(Print Name of Entity Submitting Sworn Statement)	(Print Entity Business Address)
<hr/>	<hr/>
(Federal Identification Number)	City State Zip Code

This Sworn statement is submitted to the School Board of Flagler County, Florida. I certify that I have read and understand Florida Statutes, section 287.133 regarding Public Entity crime; denial or revocation of the right to transact business with public entities... I understand that:

"Public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation 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 agency or political subdivision of any other state or with the United States, including but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or misrepresentation.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **Please mark (X) next to the statement which is applicable to your entity.**

 Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members or agents who are active in either management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (a copy of the final order is required; please attach).

 (Authorized Signature)

Sworn to and Subscribed before me on this _____ day of _____, 20__
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(Signature of Notary Public)	State of Notary	Commission Expiration
<hr/>		
(Type of Identification Used)		