



THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA
 PURCHASING DEPARTMENT
 120 LOWERY PLACE S.E.
 FORT WALTON BEACH, FL 32548

REQUEST FOR QUOTATION (RFQ) & BIDDER'S ACKNOWLEDGEMENT

ISSUE DATE:

January 29, 2018

PURCHASING CONTACT:

Irene Dahnke (850) 833-5845
Dahnkel@Okaloosaschools.com

RFQ TITLE:

Sealcoating & Restriping Services @ Destin Middle School

RFQ NUMBER:

RFQ 18-29

RFQ OPENING DATE & TIME:

February 13, 2018 2:00 P.M. CT

NOTE: QUOTES RECEIVED AFTER THE RFQ OPENING DATE & TIME WILL NOT BE CONSIDERED.

The School Board of Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Quotes will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All quotes must be sealed and received in the School Board's Purchasing Office by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving quotes is located in the Purchasing Office. All envelopes containing sealed quotes must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". The School Board is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the Bidder. Neither faxed nor electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ PRINTED NAME _____

TITLE: _____ DATE _____

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED QUOTE ENVELOPE TO IDENTIFY IT AS A "SEALED QUOTE". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED QUOTES WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE QUOTE WHERE REQUESTED.

DELIVER TO: THE SCHOOL BOARD OF OKALOOSA COUNTY, FL
PURCHASING DEPARTMENT, RM #1
120 LOWERY PLACE, S.E.
FORT WALTON BEACH, FL 32548

SEALED QUOTE DO NOT OPEN

SEALED RFQ NO: RFQ 18-29

RFQ TITLE: Sealcoating & Restriping Services @ Destin MS

DUE DATE/TIME: 2/13/18 2:00PM CT

SUBMITTED BY: _____
NAME OF COMPANY



I. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder", "Vendor", or "Contractor" as used within this Request for Quotation (RFQ) refers to the person, company or organization responding to this RFQ. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term the "District", the "OCSB", or the "School Board", as used within this RFQ, refers to The School Board of Okaloosa County, Florida. The abbreviation "F.S.", as used within this RFQ, refers to "Florida Statutes". The following instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all bidders are urged to review these instructions in detail before submitting their quotes. These are general instructions for bidding procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Instructions and Addendums.

1. **GENERAL:** Upon a Quote award, the terms and conditions of this Quote or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Quote, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
2. **BIDDER'S RESPONSIBILITY:** Before submitting their quote, each Bidder is required to carefully examine the RFQ specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this RFQ. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are part of this RFQ. All quote notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to www.bidnetdirect.com/florida. It is the Bidder's responsibility to monitor the website to view current solicitation opportunities and supporting quote documents such as addenda, tabulation sheets, notice of action and notice of award.
3. **QUOTE OPENING AND FORM:** Quote openings will be public on the date and time specified on the Bidder's Acknowledgement form. All quotes received after the time indicated will be rejected as non-responsive and returned unopened to sender. Quotes by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the quotes only, details concerning pricing or the offering will not be announced unless the quote is a competitive solicitation for construction or repairs on a building, then the name of each Bidder and price submitted shall be read at a public bid opening per Section 255.0518 F.S.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., quotes received as a result of this RFQ will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all quote documents or other materials submitted by all Bidders in response to this RFQ will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
 - a) Keep and maintain public records required by the School Board to perform the service.
 - b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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.
 - d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@OKALOOSASCHOOLS.COM, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
- f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

8. **LICENSES AND PERMITS:** The Bidder shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the quote specifications. The Vendor shall save and hold harmless the District as a result of any infraction of the aforementioned.
9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Bidder agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder, Contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
10. **WARRANTY:** In all cases, Bidder must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material quote and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the quote to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A, U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.
11. **MATERIAL SAFETY DATA SHEETS:** The District requires that Material Safety Data Sheet (MSDS) be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. The MSDS shall accompany the product shipment. MSDS sheets must also be submitted to the District's Purchasing Department for any chemical or toxic substance or equipment which uses same prior to a recommendation for award. Failure to submit the required MSDS sheet(s) within forty-eight (48) hours of request may render the quote non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.
12. **BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder's expense, tagged and labeled with Bidder's name, item number and quote number.

13. **ALTERNATIVE QUOTES:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the quotes for that entire item number will not be considered.
14. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor's or manufacturer's inventory then the successful Bidder must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District's Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
15. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.
16. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the quote price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction Contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts must be included in the quote price.
17. **INVOICING:** The successful Bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 120 Lowery Place S.E., Fort Walton Beach, Florida 32548. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this quote shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
18. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a Vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. 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.
19. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this RFQ, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.
20. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District

will not accept or collect freight charges. (C) No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Director.

21. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.
22. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
23. **RISK OF LOSS:** The Bidder assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
24. **CONFLICT OF INTEREST:** Any award under this RFQ is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their quote the name of any officer, director, or agent 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, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
25. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid 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 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 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted Vendor list".
26. **PATENTS AND COPYRIGHTS:** Bidder agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this quote, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs, and expert fees.
27. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more quotes, which are equal with respect to price, quality and service, are received, preference shall be given to a quote received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the quote response.
28. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A(E) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
29. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all

liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor's officers, employed, agents, Contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.

30. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted 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 Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, 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, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board 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 School Board, 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 addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a Vendor has a Level 2 clearance with **full access** to school property and is valid for five (5) years. A burgundy badge signifies that a Vendor has **limited access** to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.
31. **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policies 6-25,"Drug Free Workplace Act of 1988", 11-20 "Tobacco-Free School District", and 6-11 "School Board Dress Code".

32. TERMINATION OF CONTRACT:

A. For Convenience:

The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor 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. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. For Cause:

The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

33. FAILURE OF PERFORMANCE / DELIVERY: In case of default by the Contractor after award of quote, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Bidder from the District's bid list for the period of one (1) year, at the option of District officials.

34. EVALUATION / AWARD: Each quote shall be awarded on the basis of the lowest and best quote from a responsive and responsible Bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, and service and past performance of the Bidder. For identical, qualified quotes, the recommendation shall be made for a local Bidder or, if there is none, by casting lots. Samples of products may be requested when practical. The School Board reserves the right to reject any or all quotes, to waive informalities, to make mathematical correction to error/s in any quote, to make award(s) by individual item, group of items, all or none, delivery date/completion date, or a combination thereof; or waive any minor irregularity or technicality in quotes received, that in its judgment will be in the best interest of the School Board. The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.

Where indicated, quantities are estimated only; the School Board reserves the right to purchase more or less provided orders are placed within the time limits specified. The School Board specifically reserves the right to reject any conditional quote and will normally reject those, which make it impossible to determine the true amount and quality of the quote. The award of the quote

shall not constitute an order. Shipments shall be made as specified on the order, conforming to the quote form, specifications, and general instructions.

ANTICIPATED AWARD DATE: 2/14/18

35. **RFQ RESULTS:** RFQ tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 120 Lowery Place SE, Ft Walton Beach, Florida 32548 and will remain posted for a minimum of 72 hours. RFQ tabulations with recommended awards over the amount of \$10,000.00 are also posted to the District's Purchasing website at www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx and the Florida Purchasing Group website at www.bidnetdirect.com/florida. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
36. **PROTESTS:** All Bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of quotes. A copy of the Board policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
37. **QUESTIONS:** Should any questions arise concerning this quote, please address your questions to the District's Purchasing Department contact whose name appears on the Request for Quotation form (Page #1). Questions must be submitted in writing prior to the question deadline to: School Board of Okaloosa County, Purchasing Department, 120 Lowery Place S.E., Ft Walton Beach, FL 32548, by fax to (850) 833-6327 or by email directly to the Purchasing Department contact whose name appears on the Request for Quotation form.

Prospective Bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this RFQ) regarding this quote prior to the posting of the tabulation and award recommendation. Any such contact may cause for rejection of your quote.

QUESTION DEADLINE FOR THIS RFQ: 2/7/18, 2:00 PM, CT

38. **ADDENDA:** Interpretations of the quote, clarification of quote specifications and requirements or changes to the quote which have a material effect will be documented and communicated to Bidders *only by written addenda*. Verbal responses to Bidders' questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in quote protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your quote as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your quote proposal. Any addenda issued to this RFQ will be posted to the Florida Purchasing Group Bid System. To access the Bid System go to www.bidnetdirect.com/florida. Prior to submitting the quote it shall be the sole responsibility of each Bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the quote.
39. **QUOTE PREPERATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this quote.
40. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

USE OF FEDERAL FUNDS

If the District intends to utilize Federal funds to make purchases from this quote, one or more of the paragraphs listed below from the General Terms & Conditions will be checked. Paragraphs not checked below will not apply to this quote.

41. **EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)):**
All Vendors, Contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). *(Applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).*
42. **COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):**
All Vendors, Contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). *(Applies to all contracts and subgrants for construction or repair).*
43. **DAVIS-BACON ACT (34 CFR 80.36(i)(5)):**
All Vendors, Contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). *(Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).*
44. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)):**
All Vendors, Contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). *(Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).*
45. **CLEAN AIR ACT (34 CFR 80.36(i)(12)):**
All Vendors, Contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). *(Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).*
46. **ENERGY EFFICIENCY (34 CFR 80.36(i)(13)):**
All Vendors, Contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

II. SPECIAL CONDITIONS – INSURANCE REQUIREMENTS (Rev 12/05/16)

The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

1. CONTRACTOR’S INSURANCE

- A. The Contractor shall not commence any work in connection with this agreement until all required insurance has been obtained and such insurance has been approved by the School District of Okaloosa County, Risk Management Office nor shall the Contractor allow any subcontractor (approved by Risk Management) to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A-VI, Class X, in the Best’s Key Rating Guide published by A.M. Best & Co., Inc.
- C. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-contractor, and any associated or subsidiary companies of the Contractor which are involved and which are a part of the contract.
- D. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers’ Compensation coverage.
- E. All policies shall be written so that the School District of Okaloosa County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Risk Management Department.
- F. All insurance contracts should list Okaloosa County School District as an Additional Insured. The Contractor shall provide the Risk Management Department with current Certificates of Insurance for all policies.

2. WORKERS’ COMPENSATION INSURANCE

- A. The Contractor shall secure and maintain during the life of this Agreement Workers’ Compensation insurance for all of his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Workers’ Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.
- B. Such insurance shall comply with the Florida Workers’ Compensation Law.
- C. Section 440.103 F.S. Building permits; identification of minimum premium policy. – Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38. Such proof of compensation must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department or a copy of the employer’s authority to self-insure and shall be presented, electronically or physically, each time the employer applies for a building permit. As provided in s. 553.79(19), for the purpose of inspection and record retention, site plans or building permits may be maintained at the worksite in the original

form or in the form of an electronic copy. These plans and permits must be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code. As provided in s. 627.413(5), each certificate of coverage must show, on its face, whether or not coverage is secured under the minimum premium provisions of rules adopted by rating organizations licensed pursuant to s. 627.221. The words “minimum premium policy” or equivalent language shall be typed, printed, stamped, or legibly handwritten.

D. Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

3. BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE

A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include bodily injury and property damage for owned, non-owned, leased or hired motor vehicle coverage.

B. The Contractor shall carry other commercial general liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

D. Commercial General liability coverage shall be endorsed to include following:

1. On and Off premises – Operation liability
2. Occurrence Bodily Injury and Property Damage Liability
3. Independent Contractors Liability
4. Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project.
5. Personal Injury Liability Insurance
6. Broad Form Property Damage Liability Insurance (including completed Operations)

4. LIMITS OF LIABILITY

The insurance required shall be written for not less than the following or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

LIMIT

- | | |
|--------------------------|-----------|
| 1. Workers’ Compensation | |
| a. State | Statutory |

	b. Employer's Liability	\$1 million each accident
2.	Comprehensive Automotive Liability Insurance	\$1 million each occurrence (A combined single limit)
3.	General Liability	\$ 1 million each occurrence (School District as Additional Insured)
4.	Personal and Advertising Injury	\$250,000

5. NOTICE OF CLAIMS OR LITIGATION:

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

6. INDEMNIFICATION AND HOLD HARMLESS:

Contractor shall protect, defend, indemnify and hold the School District of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School District. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

BIDDER'S COMPANY NAME

AUTHORIZED SIGNATURE (MANUAL)

PHYSICAL ADDRESS

AUTHORIZED SIGNATURE (TYPED)

MAILING ADDRESS

TITLE

PHONE NUMBER

FAX NUMBER

III. SPECIAL CONDITIONS – SCOPE OF WORK / SPECIFICATIONS / REQUIREMENTS

The following “special conditions” are in addition to or may change the “general quote terms and conditions” previously listed. In the event of a conflict, these “special conditions” will have precedence.

SCOPE OF WORK:

The School Board of Okaloosa County is accepting quote proposals for Contractor Services for Sealcoating and Re-Striping Parking Lot areas at Destin Middle School located in Destin, Florida. All labor, materials, equipment, supplies and disposal of waste items required to complete the project shall be included in the quote price. The Contractor is responsible for examining the requirements including any measurements. Contractors must satisfy themselves as to the exact nature and existing conditions of work areas and requirements of specifications for extent and quality of work to be performed. Failure to do so will not relieve the successful Contractor of their obligation to carry out the provisions of the contract. Cleanup of work area shall be conducted each day by the Contractor to ensure safety for the public. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items regularly furnished or required for completion of services. Personnel skilled in their respective trade shall execute all work. Paints used shall meet Federal Department of Transportation (FDOT) specifications for leadfree waterborne traffic marking paint. All Handicapped parking spaces shall be painted to meet ADA Standards. Contractor shall adhere to all conditions, special conditions, specifications and requirements within the Quote. Contractor shall provide sealcoating and re-striping services to include all labor, materials, equipment and supplies necessary for completion of project to the following parking lot areas to include all of the current turn arrows to be painted as well:

Item 1. Front Parking Lot

Item 2. North Parking Lot – closest to Legendary

Item 3. Back Parking Lot – by the Gym

Sealcoating and Re-Striping

- Contractor shall clean the pavement of sand and debris
- Contractor shall blow the dirt where all of the lines are to be re-stripped
- Cracks between ¼ and ½ inch shall be sealed with crack sealer (CrackMaster-Supreme or equal)
- Oil spot primer shall be put on oil spots to insure adhesion and bonding to asphalt
- Contractor shall apply two (2) coats of coal tar emulsion sealer (SealMaster SMT-100, or equal) in accordance with the manufacturers specifications
- An additive shall be added to insure adhesion and bonding of sealer to asphalt surface
- Re-striping of parking lots that have been seal coated per the areas in the aerial map drawing provided, using white or yellow water base traffic paint (blue traffic paint for Handicapped spaces). All surfaces seal coated and all parking lines re-painted with the exception of the Handicap parking spaces that are no longer required in each of the areas (mentioned on map drawing and *below)
- Contractor is responsible for examining the requirements for this project including all measurements.

Note: An aerial map drawing for the sites involved in this project is included in this quote package. Arrows are showing where the parking lots are located. For the Front Parking Lot, only 1 (one) Handicap parking space is required for this area. For the North Parking Lot closest to Legendary, 3 (three) Handicap parking spaces are required for this area. For Parking Lot back by the Gym, 2 (two) Handicap parking spaces are required for this area.

*Contractor shall remove the Accessible signs from the Accessible Parking spaces that are no longer required, sealcoating and restriping them as regular parking. Contractor may use the removed Accessible signs at another location on-site where required. It shall be the Contractors responsibility when any Accessible sign is moved and it does not have the penalty for illegal parking on it, this must be added if reused in another location. If any Accessible signs are not reused at another location on-site where required, the excess signs must be turned over to Facilities & Maintenance for use elsewhere in the District.

SITE VISIT:

Site visit is optional. If a potential Bidder request to visit the site involved in this project they must first contact: Luke Mitchell, Foreman at (850) 546-0415. Destin Middle School is located at: 4608 Legendary Marina Drive; Destin, FL 32541. The telephone number to the School if needed is: (850) 833-7655.

QUESTIONS:

Should any questions arise concerning this quote, please contact the Purchasing Office in writing at: School Board of Okaloosa County, Bay Area Administrative Complex, Purchasing Department, 120 Lowery Place S.E., Ft. Walton Beach, FL 32548. Questions may also be faxed or emailed to the Purchasing Department at: Fax number (850) 833-6327 or email address Dahnkel@Okaloosaschools.com to Irene Dahnke. Please be sure and reference the Quote Number that the questions are related to.

ALL QUESTIONS FOR THIS QUOTE SHALL BE IN WRITING AND SUBMITTED NO LATER THAN 2:00 PM CT, 2/7/18.**ADDENDA:**

Any Addenda issued to this Request for Quote, will be posted to the Florida Purchasing Group Bid System. To access the Florida Online Bid System go to: www.bidnetdirect.com/florida Prior to submitting the quote it shall be the sole responsibility of each bidder to contact the Purchasing Office (850) 833-7668 to determine if addenda were issued and if so, to obtain such addenda for attachment to the quote.

WARRANTY:

The Contractor must include a statement of warranty for this project. All work performed by the Contractor shall be warranted to be free from defects in materials and workmanship for a period of not less than one (1) year from the date of final completion of the project.

SCOPE OF PAYMENTS:

The Contractor shall accept the compensation as provided in the contract as full payment for furnishing all materials and performing all work contemplated and embraced under this contract and for all loss or damage arising out of the nature or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance. Contractors shall include in the quote price all labor, materials, tools, both consumable or not, equipment, rentals, rolling stock, transportation, freight, taxes of any kind, permits, licenses and fees necessary to complete the work. Contractor shall also include all costs associated with cleaning up and hauling away all debris associated with this project.

INTEGRITY OF QUOTE DOCUMENTS:

Bidders shall use the original quote proposal forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the quote proposal form if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original quote documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a quote. Any such modifications or alterations that a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original quote documents.

REQUIREMENTS:

1. The Contractor shall coordinate the work schedule with the Principal or Principal's designee. Until final inspection and approval by the District is completed, no invoices will be processed.
2. Upon Award the awarded Contractor shall submit plans to the Facilities Planning Department for restriping all areas involved in this quote. Contractor shall include all costs associated with cleaning up and hauling away all debris associated with this project. Liquidated damages shall be \$50.00 per day for each calendar day that work is not completed per quotation proposal.

3. Contractor and Contractor's employees shall sign in at the Facilities and Maintenance Department upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policy, Drug Free Workplace Act of 1988, 11-20 Tobacco-Free School District, and 6-11 School Board Dress Code.

4. Contractor shall comply with the following 2010 Florida Building Code and ADA requirements: 423.10.2.7 Vehicle Parking Areas – Vehicle parking areas shall comply with minimum parking space requirements in this section. Except for parking space requirements to meet federal and state accessibility laws, where alternate transportation or parking arrangements are available the parking area requirements may be reduced from these standards if sufficient justification documentation is provided and if the review authority approves the reduction based on the justification. Overflow parking areas may utilize alternative parking surfaces which facilitate water absorption rather than runoff when approved for use by the review authority.

Exception: Accessible parking spaces shall be hard surface.

502.2 Vehicle Spaces – Each parking space must be at least 12 feet (3658 mm) wide, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3.

502.6 Identification – Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces when required by 502.2 shall contain the designation “van accessible”.

502.6.1 – Each such parking space must be striped in a manner that is consistent with the standards of the controlling jurisdiction for other spaces and prominently outlined with blue paint, and must be repainted when necessary, to be clearly distinguishable as a parking space designated for persons who have disabilities. The space must be posted with a permanent above-grade sign of a color and design approved by the Department of Transportation, which is placed on or at least 60 inches (1525 mm) above the finished floor or ground surface measured to the bottom of the sign and which bears the International Symbol of Accessibility and the caption “**Parking by Disabled Permit Only**”. Such a sign, erected after October 1, 1996, must indicate the penalty for illegal use of the space.

107.3.5 Minimum Plan Review Criteria for Buildings – The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings: This includes schools as public owned buildings and sites.

Building

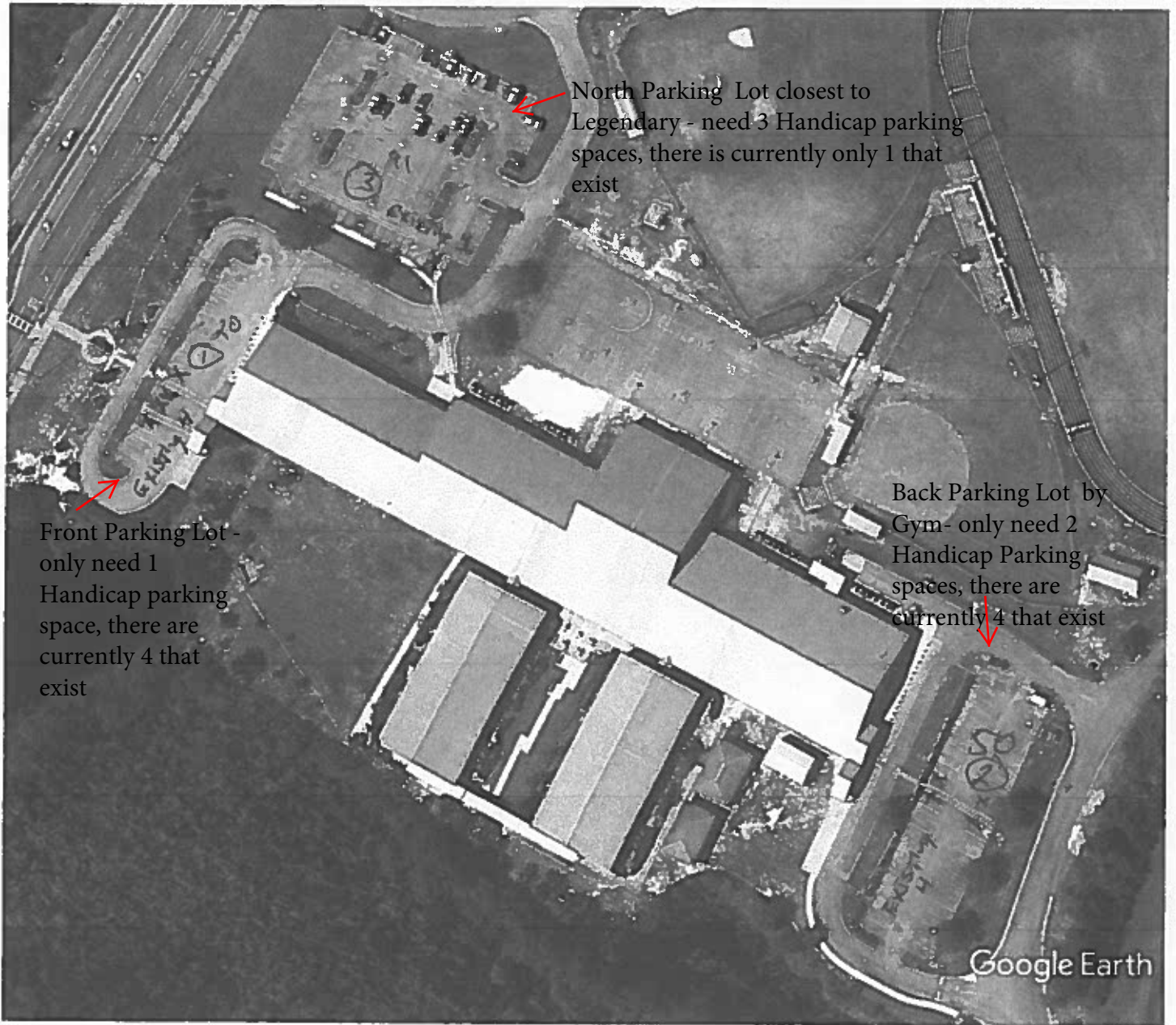
1. Site requirements:

Parking

Fire access

Vehicle loading

Driving/turning radius



North Parking Lot closest to
Legendary - need 3 Handicap parking
spaces, there is currently only 1 that
exist

Front Parking Lot -
only need 1
Handicap parking
space, there are
currently 4 that
exist

Back Parking Lot by
Gym- only need 2
Handicap Parking
spaces, there are
currently 4 that exist

Google Earth



IV. QUOTE PROPOSAL FORM

PROJECT: Sealcoating and Re-striping Services at Destin Middle School

LOCATION: Destin Middle School @ 4608 Legendary Marina Drive, Destin, FL 32541

Bidder Due Diligence:

The Bidder, having visited the proposed site of the project, familiarized themselves with the local conditions, nature and extent of the work, bidding requirements, contract documents, and specifications, including all insurance requirements, as prepared does submit the following quote to furnish all labor, materials, tools, both consumable or not, equipment rentals, rolling stock, transportation, freight, Federal, State, County, City or local Municipal taxes of any kind, permits, licenses and fees for fuel surcharges, environmental disposal, waste management or any other fees necessary to complete the work indicated by the above referenced project.

Sealcoating and Re-striping Parking Lot Areas at Destin Middle School to include all labor, materials and equipment necessary for completion of project per the conditions, special conditions, specifications and requirements within the (RFQ 18-29) Quote.

- 1. **Total Quote Price for Item 1 – Front Parking Lot:** \$ _____
- 2. **Total Quote Price for Item 2 – North Parking Lot:** \$ _____
- 3. **Total Quote Price for Item 3 – Back Parking Lot:** \$ _____
- 4. **Total Quote Price for entire Project (Item 1, 2 & 3):** \$ _____

Contractor must list the Product(s), Brand & Number they are quoting for this project: _____

5. Warranty Statement

The Contractor shall include a statement of warranty for this job. This warranty shall obligate the Contractor to provide all equipment, materials, workmanship, and labor at no charge during the warranty period, and to correct any defect excluding any damage caused by misuse, abuse, vandalism, or acts of god. The warranty statement will be considered as part of the evaluation and award of this contract. If a warranty statement is not submitted, the minimum warranty requirement of (one) 1 year will be used for evaluation purposes.

Please State Warranty:

6. Completion Time for Project

State the number of calendar days for completion of project (from receipt of purchase order) including ordering of materials and completion of job. Completion time will be considered as part of the evaluation and award of this contract. Liquidated damages shall be \$50.00 per day for each calendar day that work is not completed for number of days stated for completion. Start date will begin five days after date on purchase order to allow for mailing days.

Number of Calendar Days _____

Earliest Start Date _____

V. QUALIFICATION OF BIDDER

The Bidder shall be a firm with at least three years of experience of similar scope and magnitude of the specified job. Bidder is required to submit documentation for years of experience and at least three references from current or previous customers for like projects with the quote package.

YEARS IN BUSINESS: Indicate the length of time Bidder has been in business providing the goods/services in this solicitation: _____years _____months.

REFERENCES

Bidder must provide a listing of at least two (2) references for which the company has provided specific goods/services of the same or greater scope within the last five years.

REFERENCE # 1:

CUSTOMER NAME: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

FAX: _____

REFERENCE # 2:

CUSTOMER NAME: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

FAX: _____

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 employees 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 an 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.

Vendor's Signature _____

**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 proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal 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," "proposal," 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 proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal 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 Nonprocurement 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 proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by 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 proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
RFQ 18-29 Sealcoating & Restriping Services @ Destin Middle School	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your quote, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your quote packet. We suggest that you include this completed checklist along with your quote.

Items checked **Required** must be submitted at the time you submit your quote or your quote may be declared non-responsive.

Items checked **Requested** should be submitted at the time you submit your quote to facilitate the evaluation process, but will not be cause for declaring your quote non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Completed and signed Bidder's Acknowledgement Form	1
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Indemnification and Hold Harmless	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Bid Proposal Forms, Qualification of Bidder, and References	19 & 20
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification (optional-See Section 6.10)	21
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	22