

***AMERICAN DISABILITIES ACT (ADA)
FACILITIES TRANSITION PLAN***

MARTIN COUNTY SCHOOL DISTRICT

RFP-5002-0-2007/EDP

The District must receive all proposals by **2:00 P.M.**, local time on **Wednesday, February 28, 2007**

at:

The School Board of Martin County, FL
Service Center/Warehouse
2845 SE Dixie Highway
Stuart, FL 34997-5037
Attn: Purchasing Department

The outside of the envelope must be identified as follows: RFP-5002-0-2007/EDP

REQUEST FOR PROPOSALS

AMERICAN DISABILITIES ACT (ADA) FACILITIES TRANSITION PLAN

Article 1.0 *INSTRUCTIONS TO PROPOSERS*

The School Board of Martin County, Florida (“Board”) is requesting proposals from qualified companies for American Disabilities Act (ADA) Facilities Transition Plan for the District. The awarded vendor will be responsible for developing the plan for approval by the district.

The enclosed specifications outline the requirements and conditions for furnishing this service. It is important for the Proposers to state any exceptions or modifications to the Board’s requirements and any other assumptions on which its proposal rests. The Contract will be awarded to the best Proposer as determined by the Board.

The Board reserves the right to consider all relevant and reasonable criteria in selecting the successful Proposer, which may or may not be expressed in this RFP.

The Board reserves the right to reject any and all proposals based upon its sole discretion. Responsible contractors who meet the Board’s criteria are requested to submit a sealed proposal for this work.

1.1 *Timetable*

1.1.1 The District must receive proposals by **2:00 P.M., local time on Wednesday February 28, 2007**

1.1.2 After receiving proposals, the District will review and evaluate in a timely manner.

1.1.3 The District may enter into a Contract after conducting negotiations and obtaining appropriate approvals. The District will post the award notice on DemandStar.

1.2 ***Delays.*** The District, in its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the District to do so. The District will notify Proposers of all changes in scheduled due dates by written addendum.

1.3 ***Proposal Submission and Withdrawal.*** **The District must receive all proposals by 2:00 P.M., local time, Wednesday February 28, 2007**

The District will receive proposals at the following address:

The School Board of Martin County, FL, Service Center/Warehouse
2845 SE Dixie Highway
Stuart, FL 34997-5037

Attn: Purchasing Department

The outside of the envelope must be identified as follows: RFP 5002-0-2007/EDP

Receipt of the proposal in the Purchasing Office after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope shall result in the rejection of the Proposer’s proposal. **The envelope must also include the Proposer’s name and return address.**

The District cautions Proposers to assure actual delivery of proposals **directly to the District’s Purchasing Department, Service Center/Warehouse, 2845 SE Dixie**

Highway, Stuart, FL., prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 219-1255, Ext. #204, before the 2:00 P.M. deadline. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers shall submit **five (5) complete sets** of the proposal in a sealed, opaque envelope marked as noted above. The Proposer may submit the proposal in person or by mail.

Proposers may withdraw their proposals by notifying the District in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the Proposers.

1.4 ***Letter of Transmittal.*** This letter will summarize in a brief and concise manner, the Proposer understands of the scope of work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

1.5 ***Qualification and Experience.*** The proposal shall show the qualifications and experience of the firm and individual(s) who will provide the services. The submission must include:

1.5.1 Details on the qualifications of the firm, including documentation of the firm's experience, and number of years in business under the current name.

1.5.2 List at least three (3) current and pertinent professional references (name, address and phone number) that the District may contact in relation to the Proposer's qualifications and experience in similar type work.

1.5.3 List at least three (3) former clients (name, address and telephone number) that can serve as a reference on similar past service performed by the Proposer.

1.6 ***Addendum.*** Should revisions to the RFP become necessary, the District will provide a written addendum to all Proposers who requested the RFP from the District's Purchasing Department or our bid distribution service, DemandStar at <http://demandstar.com>. Proposers who obtain RFP documents from other sources must officially register with the District's Purchasing Department or DemandStar in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal **with** an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the District or our bid distribution service, DemandStar, in the event that a previous addendum is not received. All Proposers should contact the District or DemandStar no more than five (5) calendar days before the date fixed for receiving proposals to ascertain whether any addenda have been issued. Failure by the Proposer to make this determination could deem their response non-responsive in the event addenda were issued and not acknowledged by the Proposer in their response.

- 1.7 **Award.** The District anticipates award to the Proposer(s) who submit proposals judged by the District to be the most advantageous.

Technicalities or minor irregularities in proposals may be waived when the Board determines that it will be in the Board's best interest to do so; are mere matters of form not affecting the material substance of the proposal; are immaterial deviations from or variations on the precise requirements of the specifications; or have a negligible effect on price, quality, quantity or performance of the services being procured. The Board may either give a Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal or waive such deficiency where it is advantageous to the Board to do so.

While the District anticipates award to the Proposer(s) who submit proposals judged by the District to be the most advantageous, if the Board finds that no valid or acceptable firm proposal has been received, the Board may negotiate with one or more Proposers, who the Board determines has submitted competitive proposals in order to secure a valid and acceptable firm bid. The Board may execute a Contract with the Proposer under whatever terms and conditions the Board determines to be in the best interest of the school system.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the Martin County School Board and executed by the parties.

- 1.8 **Evaluation Method and Criteria.** The review committee will evaluate and rank proposals, conduct site visits if needed, and make recommendations for award to the School Board. The evaluation criteria will include, but may not be limited to, consideration of the following.

QUALIFICATIONS – 30%

Availability of qualified personnel
Ability to meet requirements
Experience with similar service
References

FINANCIAL – 30%

Reasonableness of proposed price
Financial resources and capabilities

TECHNICAL – 30%

Technical soundness of proposal
Including monitoring the implementation
and updating of the plan for two (2) years
Completeness of proposal

OTHER -10%

Timeframe for project completion
Drug Free Program

- 1.9 **Proposal Preparation Costs.** Neither the District nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP, except for District staff response. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

- 1.10 ***Accuracy of Proposal Information.*** Any Proposer that submits in its proposal to the District any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.11 ***Licenses.*** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected.
- 1.12 ***Public Records.*** Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this request for proposals will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- 1.13 ***Public Entity Crime.*** Pursuant to F.S. 287.133, as amended: 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.14 ***Agreements with Other Governmental Entities.*** All Proposers submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP; should the successful Proposer(s) deem it in the best interest of their business to do so.

The agreement resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

Article 2.0 ***DEFINITIONS***

- 2.1 “District” – The Martin County School District.
- 2.2 “Proposal” – An offer to furnish services and materials in accordance with the request for proposal, the general conditions and specifications.
- 2.3 “Proposal Form” – The form on which the Proposer submits his/her proposal.
- 2.4 “Proposer” – Any individual, company, or corporation submitting a proposal.
- 2.5 “Successful Proposer” – Any Proposer to whom an award is made by the District. Such parties are also referred to as “Vendors”.
- 2.6 “Specifications” – The description of materials, supplies and/or services requested.

Article 3.0 ***PROPOSALS***

- 3.1 All proposals must be submitted in writing in accordance with instructions provided by the District.
- 3.2 The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the service required.
- 3.3 No charge will be allowed for federal, state or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 3.4 Rates shall be for actual hours worked. No charge for travel time or expense shall be allowed.
- 3.5 Under penalty of perjury, the Proposer certifies that:
 - a. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor and,
 - b. The contents of the proposal have not been communicated by the Proposer, nor, to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer prior to the official opening of the proposal.

Article 4.0 ***SCOPE***

The School Board of Martin County, Florida (“Board”) is requesting proposals from qualified firms for preparing an American Disabilities Act (ADA) Facilities Transition Plan. Additional information (attachment A) and site locations (attachment B) for which the vendor will provide transition recommendations for the District. The awarded vendor will be responsible for presenting the plan to the Board or other committees/groups as requested by staff. Minimum requirements are outlined below.

- 4.1 On-site facility/property compliance inspections
- 4.2 Identify barriers from compliance inspection for transition plan document.
- 4.3 Incorporate the information into a completed transition plan with barriers to address by levels of severity.
- 4.4 Provide a transition plan that identifies recommendations and deficiencies found.
 - 4.41.1 The District priorities the deficiencies that will be addressed in the next fiscal year. This information will be used to determine the budget for correcting those deficiencies.
 - 4.41.2 Each priority will use RS Means to determine the total cost of each priority (i.e. correcting all door handles that are not compliant) and we can add a percentage (10%?) to each priority budget and get as many deficiencies corrected based on available funding for that fiscal year.

- 4.41.3 Based on deficiency priority and available budget, the transition plan data will be used to create corrective action line items in the Gateway Work Order System. It is the vendor's responsibility to work with the Gateway Software Corporation to integrate all request functionality.
 - 4.41.4 As work order line items are completed, update the deficiency status within the transition plan.
 - 4.41.5 The updated transition plan will be used to provide a Department of Education report that will include the priority and status of all deficiencies. The District will provide the updated transition plan to FL DOE upon completion.
- 4.5 Maintain Automobile, Workers Compensation, General, and Professional liability insurance coverage in the amounts identified below.
- 4.6 Gateway System: The District is currently running the Gateway Software Corporation Work Order System (Distributed Management System) version 7.0 with JWalk version 3.3 for web access. The District is currently in the beginning phase of exploring switching to the web of the system that Gateway will on their servers. Gateway Software Corporation technical contact is Chad Zumbrun (Phone: 1-800-735-3637 Email: czumbrun@gscweb.com)**

Article 5.0 ***REQUIRED INFORMATION***

Proposal submittals should reflect the following elements and parameters:

- 5.1 Statement of basic fees with a provision for how fees are to be paid throughout the term of the agreement and clear identification of chargeable and non-chargeable services.
- 5.2 List of at least three reference contacts and contact information related to comparable service.
- 5.3 Any additional information which will assist the district's understanding of the proposer's submittal and qualifications.
- 5.4 Any additional document or agreement the Proposer will require the District to execute.

Article 6.0 ***DOCUMENTS***

All Proposers are required to include all documentation and required assurance certifications requested by the District when submitting their proposals. Envelopes shall be sealed when submitted, with the information requested on the face of the envelope, as set forth in the "Instructions to Proposers".

Article 7.0 ***PERSONAL EXAMINATION***

Proposers are required to satisfy themselves, by personal examination and investigation via prearranged appointment, made through Mark Cocco, (772) 219-1275.

No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor's failure to make the necessary examination and investigation, will be accepted as an excuse for any

failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc; nor will same be accepted as a basis for any claim for extra compensation.

Article 8.0 **AUDITING**

The proposal shall acknowledge the District's right to conduct an appropriate audit of the books and records maintained by the Vendor in connection with the services provided under the agreement with the District.

Article 9.0 **INSURANCE**

The Vendor, at its sole cost and expense, shall obtain and maintain, during the term of this contract and any extensions, a Professional Liability Insurance policy, which includes liability coverage in an amount not less than \$100,000 for each claim and \$500,000 for each occurrence, General Liability in an amount of \$1,000,000 per occurrence/\$1,000,000 aggregate, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$1,000,000 combined single limit. The Vendor will also keep in force and effect throughout the Term workers' compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing the Vendor's insurance coverage and naming the District as an additional insured shall be delivered to, and approved by the District prior to beginning any work on district property.

Article 10.0 **INDEMNIFICATION AND HOLD HARMLESS**

The Vendor shall indemnify and hold harmless the District and its Board, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court costs, penalties and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers, provider, however, that the Vendor shall not be required to indemnify for the following:

- a. acts or conduct by third parties, other than the District and its Board, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- b. claims where the District has failed to give adequate prompt written notice thereof to the Vendor;
- c. claims settled without the prior written consent of the Vendor; or
- d. acts of intentional misconduct or gross negligence by the party to be indemnified.

Article 11.0 **CONFLICT OF INTEREST**

The Vendor hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

Article 12.0 **INDEPENDENT CONTRACTORS**

The District and the Vendor are independent of one another and shall have not other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

Article 13.0 **GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Florida with venue in Martin County.

Article 14.0 **CODES AND REGULATIONS, FINGERPRINTING**

Awarded bidder will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of the awarded bidder and all of its employees who provide services under this contract. Awarded bidder shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the awarded bidder providing any services. The awarded bidder will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded bidder and its employees. Awarded bidder will provide District with a list of its employees. Awarded bidder will update these lists in the event that any new employees are added and awarded bidder agrees that new employees shall be fingerprinted. Awarded bidder agrees that in the event any employee is convicted of a criminal offense, the awarded bidder will notify the District within forty-eight (48) hours. The parties agree in the event that the awarded bidder fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

Article 15.0 **SAMPLE AGREEMENT**

Should a Proposer require execution of an agreement it must be submitted with the proposal

Article 16.0 **ADDITIONAL INFORMATION**

Should a Proposer require additional information with regard to the services requested in this proposal or the terms and conditions of same, he/she should contact:

Ed Parker, Director of Purchasing
2845 SE Dixie Highway
Stuart, Florida 34997
(772) 219-1255 ext. 201
parkere@martin.k12.fl.us

Any and all changes to these specifications are valid only if they are inserted into the General Conditions or Specifications by a written addendum to All Proposers.

Article 17.0 **LISTS OF MARTIN COUNTY SCHOOL DISTRICT SITES ATTACHED**

Article 18.0 **DISCLOSURES AND COMPLIANCE ASSURANCE REQUIRED BY LAWS, EXECUTIVE ORDERS, REGULATIONS AND POLICIES GOVERNING THIS PROCUREMENT OR PROGRAM**

DISCLOSURE OF FEDERAL PARTICIPATION

Section 8136 of the Department of Defense Appropriations Act (Stevens Amendment), enacted in October 1988, requires that, "when issuing statements, press releases for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state:

(1) The percentage of the total cost of the program or project which will be financed with Federal money; and

(2) The dollar amount of Federal funds for the project or program."

For this project, the percentage of Federal money is estimated to be 0 %.

PATENTS COPYRIGHTS AND RIGHTS IN DATA

The awarded bidder/contractor must comply with all Federal State and Local, (awarding agency) requirements and regulations pertaining to: reporting, patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and copyrights and rights in data.

ACCESS TO RECORDS

The awarded bidder/contractor must provide access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract/purchase for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records shall be for three years after grantees or subgrantees make final payments and all other pending matters are closed.

EQUAL EMPLOYMENT OPPORTUNITY

The awarded bidder/contractor will 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). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

COPELAND "ANTI-KICKBACK" ACT

The awarded bidder/contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

DAVIS-BACON ACT, PREVAILING WAGES

The awarded bidder/contractor will 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). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

CONTRACT WORK HOURS AND SAFETY STANDARDS

The awarded bidder/contractor will 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). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

CLEAN AIR ACT

The awarded bidder/contractor will 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). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

ENERGY POLICY AND CONSERVATION

The awarded bidder/contractor will 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).

HATCH ACT, POLITICAL ACTIVITIES OF EMPLOYEES

The Awarded bidder/contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

BYRD ANTI-LOBBYING AMENDMENT

The awarded bidder/contractor who applies or bids for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the recipient.

ADEQUATE ENGINEERING SUPERVISION

The awarded bidder/contractor will provide and maintain competent and adequate engineering supervision at construction sites to ensure that the completed work conforms to approved plans and specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.

DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and awarded bidder/contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Awarded bidder/contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

ADA & FLOOD DISASTER PROTECTION

The awarded bidder / contractor will assure that the facility to be constructed / renovated will comply with local licensing and code requirements, the access requirements of the Americans with Disabilities Act, if applicable, and section 504 of the Rehabilitation Act of 1973. As evidence of compliance the awarded bidder / contractor will upon completion of the project submit applicable certifications to the District". The awarded bidder / contractor also will assure that it has met the requirements of the Flood Disaster Protection Act of 1973, if applicable.

CANCELLATION, WITH CAUSE

If product, service or required assurance documentation does not comply with specifications, terms, and conditions as stated herein or fails to meet the District's performance standards, the awarded bidder/contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

CANCELLATION, WITHOUT CAUSE

The District reserves the right to cancel this contract without cause via 30 day prior written notice.

LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the District Board or fails to proceed with the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the District will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the District, as liquidated damages, the sum of **\$0** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

GENERAL ASSURANCE

The Awarded bidder/contractor will comply with all applicable requirements of all other Federal, State, and Local laws, Executive Orders, regulations and policies governing this program.

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 which 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 executed”, 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 is 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 transaction 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 AN/OR PROJECT NAME

_____ RFP 5002-0-2007/EDP American Disabilities Act (ADA) Facilities Transition Plan

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

DRUG FREE WORKPLACE

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 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 work place no later than 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.

VENDOR'S SIGNATURE

ATTACHMENT A

The information on the (Attachment B) shows the name of the facility, the number of students assigned to the school and the year that the facility was built. There are instances where some buildings on certain sites were constructed at different times than the majority of the buildings. In these cases, listed are the earliest construction dates or the date at which a majority of the buildings were constructed. In all cases where there are re-locatable buildings at a facility, these buildings were not considered in listing the date the facility was built.

The following additional information is to explain some recent changes to the sites that were not presented in (Attachment B). These are typically instances where new buildings were added to existing older facilities. Only new buildings that have been built post-1990 have been included in the information below based on the year that the ADA was enacted.

ELEMENTARY SCHOOLS

Bessey Creek Elementary built in 1995 has 5 additional re-locatable buildings for a total of 114,856 sq. ft.

Challenger built in 1988 has 46,573 total sq. ft. No re-locatable unit.

Crystal Lake Elementary built in 1989 has a total of 107,714 sq. ft. including 5 additional re-locatable units.

Felix A. Williams built in 1993 has a total of 141,183 sq. ft. with 3 re-locatable units included.

Hobe Sound Elementary built in 2004 has 112,190 sq. ft. No re-locatable unit.

Jensen Beach Elementary built in 1970 has a total of 97,949 sq. ft. including 3 re-locatable units.

J.D Parker built in 2004 has a total of 125,940 sq. ft. No re-locatable unit.

Palm City Elementary built in 1979 has a total of 115,204 sq. ft. including 11 re-locatable units.

Pinewood Elementary built in 1988 has a total of 114,688 sq. ft. including 13 re-locatable units.

Port Salerno Elementary built in 2002 has a total of 108,432 sq. ft. No re-locatable unit.

Seawind Elementary built in 1994 has a total of 121,244 sq. ft. including 2 re-locatable units.

Warfield Elementary built in 1965 has a total of 126,123 sq. ft. including 3 re-locatable units.

MIDDLE SCHOOLS

David Anderson Middle School built in 2006 has a total of 210,123 sq. ft. No re-locatable unit.

Hidden Oaks Middle School built in 1991 has a total of 178,091 sq. ft. including 11 re-locatable units.

Indiantown Middle School built in 1969 has a building that was constructed in 1999 (20,433 sq. ft.). No re-locatable unit.

Stuart Middle School built in 1955 has a total of 167,880 sq. ft. including 4 re-locatable units.

Murray Middle School built in 1961 has a total of 133,363 sq. ft. including 2 re-locatable units.

Jensen Beach High built in 2002 has a total of 322,560 sq. ft. No re-locatable units.

HIGH SCHOOLS

Martin County High School with a total of 377,283 sq. ft. was built on different dates with most of the spaces were built in or near 1963 also has one building constructed in 1999 (22,762 sq. ft.) another building built in 1999 of (8,599 sf, a Freshman Center of 26,325 sq. ft. built in 2003 and a gymnasium built in 1993 (46,507 sq. ft.). There are 6 re-locatable units on site.

South Fork High School with a total of 310,895 sf primarily built in 1982 also had additions I 1998 to enlarge Building 2 which was originally built in 1982. The same is true of Buildings 3 and 4. Building 6 (15,111 sq. ft.) was added in 1998 as well. Some ancillary buildings such as mechanical rooms and small locker rooms were also added post-1990. There are 19 re-locatable units included.

Spectrum Jr/Sr High built in 1932 has a total of 17,544 sq. ft. and has 8 re-locatable units included.

Community Adult Education was built in 1960 and has a total of 1,440 sq. ft. No re-locatable units.

ATTACHMENT A

(Cont'd)

ALTERNATIVE SCHOOLS

Environmental Studies Center **built in 1937 has a total of 16,746 sq. ft. No re-locatable units.**

Head Start Pre-K **built in 1922 has a total of 11,288 sq. ft. including 2 re-locatable units.**

Indiantown Adult Education Center **built in 1959 has a total of 8,871 sq. ft. including 2 re-locatable units.**

Martin County Transition **consists of 6 re-locatable units, but is already included in Spectrum's totals.**

Migrant Program **built in 1947 has a total of 1,149 sq. ft. No re-locatable unit.**

One Stop Center **built in 1991 has a total of 7,423 sq. ft. including 1 re-locatable unit.**

Perkins Center **built in 1955 has a total of 16,700 sq. ft. including 10 re-locatable units.**

Salerno Learning Center **built in 1963 has a total of 43,452 sq. ft. No re-locatable unit.**

Stuart Learning Center **built in 1960 has a total of 67,793 sq. ft. No re-locatable unit.**

ANCILLARY FACILITIES

Booker Park Annex **built in 1955 has a total of 1,096 sq. ft. including 2 re-locatable units.**

Instructional Center **built in 1930 has a total of 45,200 sq. ft. including 5 re-locatable units.**

Open Door School **built in 1946 has a total of 765 sq. ft. No re-locatable units. Leased building.**

Service Center **built in 1968 has a total of 77,354 sq. ft. including 1 re-locatable unit.**

ATTACHMENT B

Elementary Schools	Square Footage	Student Population	Year Built	
Bessey Creek	114,856	803	1995	x
Challenger	46,573	73	1988	x
Crystal Lake	107,714	698	1989	x
Felix A. Williams	141,183	720	1993	x
Hobe Sound	112,190	592	2004	x
Jensen Beach	97,949	617	1970	x
J. D. Parker	125,940	588	2004	x
Palm City	115,204	900	1979	x
Pinewood	114,688	879	1988	x
Port Salerno	108,432	663	2002	x
Seawind	121,244	644	1994	x
Warfield	126,123	615	1965	x

Middle Schools

David Anderson	210,194	848	2006	x
Hidden Oaks	178,091	1075	1991	x
Indiantown	106,762	441	1969	x
Murray	133,363	806	1961	x
Stuart Middle	167,880	981	1955	x

High Schools	Square Footage	Student Population	Year Built	
Jensen Beach High	322,560	1,515	2002	x
Martin County High	377,283	1,936	1963	x
South Fork High	310,895	2,057	1982	x
Spectrum Jr. Sr. High	17,544	107	1932	x
Community Adult Education*	1,440	122	1960	

*inc. in
Stuart LC

Alternative Schools

Booker Park Annex	1,096		1955	x
Environmental Studies	16,746		1937	x
Head Start/Pre-K	11,288		1922	x
Indiantown Adult Ed Center	8,781		1959	x
Martin County Transition	6,238	add to Spectrum	1976	x
Migrant Program	1,149		1947	x
One Stop Center	7,423		1991	x
Open Door School	765		1946	x
Perkins Center	16,700		1955	x
Salerno Learning Center	43,452		1963	x
Stuart Learning Center*	67,793		1960	x

Ancillary Facilities

Instructional Center	45,200		1930	x
Service Center	77,354		1968	x