

Superintendent  
Ken Kenworthy



# Okeechobee County School Board

## Operations Department

863-462-5083

938 NW 34<sup>th</sup> Street  
Okeechobee, Florida 34972

Fax 863-462-5166

**Chairperson**  
Malissa Morgan  
**Vice Chairperson**  
Jill Holcomb  
**Members**  
Joe Arnold  
Dixie Ball  
Amanda Fuchswanz

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October 7, 2020

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### Call to Bid:

Notice is hereby given that the Director of Operations of Okeechobee County Schools will receive bids for **RFP #20/21-04 HVAC Chilled Water Pipe Insulation Replacement North Elementary School**, at the Operations Office located at 938 NW 34<sup>th</sup> Street, Okeechobee, Fl. 34972, until 2:00 PM on Friday, October 30, 2020. All bids will be publicly opened and tabulated in the Office of the Director of Operations at that time. Recommendations will be made to the School Board at their next regularly scheduled meeting on November 10, 2020.

**A MANDATORY SITE VISIT** is scheduled for Friday, October 16, 2020 at 11:00 AM at the main office of North Elementary School, 3000 NW 10<sup>th</sup> Terrace, Okeechobee, Florida, 34972.

Bids shall be submitted in an envelope, sealed and marked "**RFP #20/21-04 North Elementary CWP Insulation Project**". All bids must be submitted on the attached bid forms and mailed or hand delivered to the letterhead address, Attention: Brian Barrett, Director of Operations.

No proposal shall be withdrawn after it is filed unless the bidder makes his request in writing to the Director of Operations prior to the time set for the opening of the bids. The proposal may be withdrawn if the School Board of Okeechobee County fails to accept it within (30) days after the date set for the opening of the bids.

Bid tabulations with the recommended award will be available for review in the Office of the Director of Operations. If a protest is considered, the protest must be filed within the period prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120 of the Florida Statutes.

The Board reserves the right to reject any and all bids. All purchases resulting from this invitation to bid will be made by the approval of the School District of Okeechobee County, Florida. To receive a copy of the bid results, call or stop by the Office of the Director of Operations. If a bidder requests that a copy of the results be mailed, a stamped self-addressed envelope must be included in the bid package.

INVITATION TO BID

INVITATION TO BID  
CONTRACTOR PERSONAL DATA  
AND  
BID FORMS CHECKLIST

Name of Bid: **North Elementary CWP Insulation Project**

Legal Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Required Bid Submittal Checklist: Please be sure you have enclosed the required documents listed below for your bid to be considered.

\_\_\_\_\_ Drug Free Workplace Certification

\_\_\_\_\_ Insurance Documentation Certificate as specified in Bid

\_\_\_\_\_ List of 3 References

\_\_\_\_\_ Questionnaire (including: **Contractor Information, Insurance information, and list of References with contact information**)

\_\_\_\_\_ Public Entity Crimes declaration form

\_\_\_\_\_ Occupational License

\_\_\_\_\_ Quoted Price

## North Elementary CWP Insulation Project

1. SCOPE
  - 1.01 This specification establishes the minimum requirements for **Replacement of chilled water pipe insulation at North Elementary School.**
  - 1.02 The intent of this bid is to establish a contract for a period of nine (9) months from the date of award of the bid during which time, the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. The awarded contractor will be responsible for furnishing all labor, supervision, tools, equipment and supplies necessary to provide complete construction services.
2. STANDARD TERMS AND CONDITIONS
  - 2.01 RETURNING OF BID PACKAGE

The complete bid package, as received, must be returned "INTACT" in a sealed envelope, plainly marked on the outside with the Bidders name and address. Non-compliance with this stipulation may result in your bid not being considered.  
*Bid proposals submitted on vendor's quotation forms will not be accepted.*
  - 2.02 RECEIPT OF BID PACKAGE

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of bid opening. HAND DELIVER the bid to: The Okeechobee County School Board, Director of Operations, 938 NW 34<sup>th</sup> Street, Okeechobee, Florida 34972. Bids, which for any reason are not so delivered, will not be considered. Offers by email, facsimile machine, or telephone are not acceptable. Any bids sent by mail shall be mailed to 700 SW 2<sup>nd</sup> Avenue. Allow extra time for pick-up at the School Board Office.  
*\*Bidders are cautioned not to rely on "overnight" delivery services to Okeechobee as bids delivered late for any reason will be rejected.*
  - 2.03 BIDDERS RESPONSIBILITY

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Lack of knowledge on the part of the bidders will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.
  - 2.04 MODIFICATION OF BID

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.
  - 2.05 INQUIRIES

Please direct all inquiries concerning this bid, in writing, to: Brian Barrett, Director of Operations, Okeechobee County Schools, 938 NW 34<sup>th</sup> Street, Okeechobee, Florida 34972. Phone: 863-462-5083, FAX: 863-462-5166, email: barrettb@okee.k12.fl.us.
  - 2.06 ACCEPTANCE / REJECTION

The School Board of Okeechobee County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District.

2.07 CONTRACTUAL AGREEMENT

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of Notice to Proceed of this bid, the Contractor will execute the formal Contract and will deliver all bonds and proof of insurance coverage as required by the specifications.

2.08 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

2.09 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The School Board of Okeechobee County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.10 NON-DISCRIMINATION NOTICE

The School District of Okeechobee County has adopted Board Policy 6.43, Unlawful Discrimination Prohibited. No person shall, on the basis of race, color, religion, gender, pregnancy, age, national or ethnic origin, genetic information, political beliefs, marital status, sexual orientation, disability, if otherwise qualified, social and family background or on the basis of the use of a language other than English by Limited English Proficiency (LEP) students, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law. The School District of Okeechobee County shall comply with all federal and state laws which include the Title II of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 (ADAAA), Title IX, Section 504, Florida Education Equity Act, Age Discrimination in Employment Act (ADEA), Genetic Information Non-Discrimination Act of 2008 (GINA), and the Boy Scouts of America Equal Access Act.

Any employee, student, applicant for admissions, or applicant for employment who believes he/she has been discriminated against or has been harassed by another employee, student, or third party is encouraged to use the Equity Plan Grievance Procedure for filing complaints. Complaints may be filed with the principal or immediate supervisor, District Equity Coordinator/Director of Human Resources or the Superintendent.

Director of Human Resources  
Title II, Title IX and the Florida Education Equity Act Complaints and  
ADA/Section 504 Complaints  
700 SW 2nd Avenue, Okeechobee, FL 34974  
(863) 462-5000 Ext. 267

2.11 HOUSE BILL 273

Contractor's Duties Regarding Public Records

(A) Compliance with Florida Laws

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 19, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption.

(B) Recordkeeping and Public Access

Under Florida Statutes 19.0701 a request to inspect or copy public records relating to a School District contract for services must be made directly to the School District. In addition, Contractor must: (1) keep and maintain public records required by the School District in order to perform the service; (2) upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that

does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District; and (4) transfer, at no cost, to the School District, all public records in possession of the Contractor or keep and maintain public records required by the School district to perform the service. If the Contractor transfers all public records to the School District 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 of retaining the public records. All records stored electronically must be provided to the School District upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District. At the conclusion of the Contract with the School District, Contractor shall provide to the School District all electronic records associated with this Contract on electronic media (CD-ROM or USB flash

**(C) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 863-462-5000 x 1026, EMAIL ADDRESS [kenworthyk@okee.k12.fl.us](mailto:kenworthyk@okee.k12.fl.us) AND MAILING ADDRESS: 700 S.W. Second Avenue, Okeechobee, FL 34974.**

2.12 INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing seven (7) business days prior to the bid date. Response to requests for clarification will be done by addenda. It will be the responsibility of the bidder to contact the office of the Director of Operations prior to the bid opening to ascertain if any addenda have been issued, to obtain all such addenda and to return indicate receipt of the addenda(s) on the bid sheet.

3. SPECIAL TERMS AND CONDITIONS

3.01 LENGTH OF CONTRACT

Prices shall remain firm for a period of nine (9) months from date of award of the bid. The contract may be terminated upon sixty (60) day written notice to the Board by the awarded contractor, or a thirty (30) day notice to the Contractor by the District.

3.02 A **MANDATORY** PRE-BID MEETING is scheduled for Friday, October 16, 2020 at 11:00 AM at the main office of North Elementary School, 300 NW 10<sup>th</sup> Terrace, Okeechobee, Florida, 34972.

3.03 RIGHT TO TERMINATE

In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for the intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

### 3.04 INVOICING

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements and invoices shall be mailed to Brian Barrett, Director of Operations, 700 SW 2<sup>nd</sup> Avenue, Okeechobee, Florida 34974. Invoices may also be hand delivered to the Operations office at 938 NW 34<sup>th</sup> Street, Okeechobee, Fl. 34972. Invoices may also be emailed to [barrettb@okee.k12.fl.us](mailto:barrettb@okee.k12.fl.us)

### 3.06 CONTRACTORS PERSONNEL

1. The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work. It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies. The successful BIDDER shall provide sufficient staff, resources, and equipment to ensure that the School Board's business is handled in a timely manner.
2. **Smoking is not allowed** on any School Board Property per **School Board Policy 2.90**.  
No student, employee, parent, volunteer, contractor, spectator, or school visitor is permitted to use tobacco products of any kind, including chewing tobacco, synthetic tobacco products, and electronic cigarettes/cigars, in any District-owned/controlled facility or vehicle, or at any District or school sponsored event in the presence of students.
3. The Contractor shall provide the Director of Operations a list of all of the employees who will be assigned to work on school premises.
4. It is the Contractor's responsibility to see that every employee on the Contractor's work force is provided and wears an Identification Badge or Company Shirt/Uniform.
5. **Controlled Substance or Alcohol Abuse on School Board Property:** The successful Contractor is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any School Board activities. Violations will subject the Contractor and/or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor is required by this school board to take appropriate disciplinary action in such cases.
6. Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. The Contractor (Employer) is required to report such conviction to the school board within ten (10) workdays of receiving this information.
7. Any BIDDER awarded a contract will be required to assure that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education.
8. The Contractor shall **strictly prohibit** interaction between their employees and the student(s)/staff.
9. Contractor's employees may not solicit, distribute or sell products while on School Board property.
10. Friends, visitors or family members of the Contractor's employees are not permitted in the work area.
- \*11. The Contractors shall adhere to all school security standards and all employees of the Contractor shall be fingerprinted according to the Jessica Lunsford Act and carry required and State issued identification and clearance badge while on campus when students are present.

(This can be completed after the bid is accepted by the Board but before work can begin)

3.07 COMPENSATION INSURANCE

The Contractor shall maintain, during the life of this Contract, Workmen's Compensation Insurance in accordance with Florida Statute 489.115 (5). The Contractor shall require all subcontractors to maintain such insurance during the life of this Contract and any subsequent contract extension.

3.08 PUBLIC LIABILITY INSURANCE

The contractor shall provide Commercial General Liability or similar form with minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by the Contractor in the types and amount(s) required hereunder, shall be transmitted to the School Board prior to the Contractor performing and operating under the terms of the contract.

Except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Okeechobee County School Board, its officers, agents and employees as **Additional Insured**. Insurance shall support Contractor's agreement of indemnity set forth in the Contract and shall so state in said Certificate. **Further, said Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Okeechobee County School Board prior to any adverse change, cancellation or non-renewal of coverage thereunder.** Said liability insurance must be acceptable to and approved by the Okeechobee County School Board as to form and types of coverage. In the event that statutory liability of the Okeechobee County School Board is amended during the Term of the Agreement to exceed the above limits, Contractor will be required, upon thirty (30) days written notice by the Okeechobee County School Board, to provide coverage at least equal to the amended statutory limit of liability of the Okeechobee County School Board. *It shall be the responsibility of the Contractor to insure that any subcontractors comply with the same insurance requirements referred to above.*

3.09 INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to protect, defend, reimburse, and indemnify and hold the District, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the District by reason of any damage to property of the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whosoever, or other party whosoever, or any government agency, arising out of, or incident to, or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performances of the Contractor or any breach of the terms of this Agreement; provided however, the Contractor shall not be responsible to the District for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the District, its respective agents, servants, employees or officers.

3.10 BID PROTESTS

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the Terms and Conditions of this bid, the Administrative Rules of the Florida Department of Education, Chapter 120, Florida Statutes, and School Board Policy 7.40.
- B. All BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be

difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to 15 percent of the total value of the contract or \$5000.00 which ever is less.

- C. The SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School Board of Okeechobee County, Florida". The Protest Security (Bond) shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as shown on the BIDDER'S Protest.
- D. Should the protesting Bidder be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same. Protesting Bidder will also be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

### 3.11 BIDDER QUALIFICATIONS

Only responsible BIDDERS qualified by previous experience of at least three (3) continuous and consecutive years' commercial HVAC insulation work will be considered. The BIDDER shall be in sound financial position and be qualified to perform the work. The BIDDER shall complete and submit the attached questionnaire with his/her bid package. (The School Board reserves the right to contact any and all customers past and present.)

### 3.12 LICENSE TO OPERATE

Contractor shall submit an Okeechobee Occupational License allowing the Contractor to do the work specified.

## 4. TECHNICAL SPECIFICATIONS

### 4.01 SCOPE OF WORK

- 1) Replacement of existing chilled water pipe insulation with foam glass of 1.5 inch thickness.
- 2) Remove a debris from project.
- 3) Replace any ceiling grid or ceiling tiles damaged during the project

### 4.02 WORK SCHEDULE

Project will commence after the contract is signed by all parties. Work can take place on evenings, weekends, and holiday breaks.

### 4.03 MINIMUM EQUIPMENT AND MINIMUM STAFFING

It is the contractor's responsibility to staff the job appropriately.

### 4.05 CONTACT PERSON

The school contact person for this job will be Brian Barrett or his designee. Other questions or concerns need to be brought to the attention of the Director of Operations, Brian Barrett.

## North Elementary CWP Insulation Project

### CONTRACTOR QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in the evaluation of the bid. Information from this questionnaire will be used to determine the "lowest and best" bid. The School Board shall weigh the experience, qualifications, reputation and price of each Bidder.

#### 1. INFORMATION

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

CONTACT PERSON FOR INQUIRIES: \_\_\_\_\_

#### 2. INSURANCE

INSURANCE COMPANY: \_\_\_\_\_

AGENT COMPANY: \_\_\_\_\_

AGENT CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

#### 3. List three (3) current references with name, email, and contact phone number:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**CONTRACTOR'S  
BASE BID TABUATION SHEET**

**North Elementary CWP Insulation Project**

Replacement of HVAC chilled water pipe insulation per the scope of work in the bid package:

\*Itemize any services deemed necessary, which might not be listed within the scope of work in the bid package.

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TOTAL BASE BID: \_\_\_\_\_

**Acknowledge Receipt of Addendums (if any):**

Addendum: 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_

**North Elementary CWP Insulation Project**  
**PERIODS AVAILABLE FOR PROJECT**

- Any evenings after 6:00pm
- Any weekends
- November 21 – 29, 2020
- December 19 – January 3, 2021
- March 13 – 21, 2021
- May 31 – June 30, 2021

## INVITATION TO BID

The Okeechobee County School Board will receive **sealed** bids for:

Title of Project: RFP #20/21-04 NORTH ELEMENTARY CWP INSULATION PROJECT  
Norths Elementary School  
3000 NW 10<sup>th</sup> Terrace  
Okeechobee, Fl. 34972

Owner: Okeechobee County School Board  
700 SW 2<sup>nd</sup> Avenue  
Okeechobee, Fl. 34974

Mandatory Pre-Bid Meeting:

Place: North Elementary School  
(main office)  
3000 NW 10<sup>th</sup> Terrace  
Okeechobee, Fl. 34972  
Time: 11:00 AM  
Date: Friday, October 16, 2020

Bid Opening: Place: Okeechobee School Board Operations Office  
938 NW 34<sup>th</sup> Street  
Okeechobee, Fl. 34972  
Time: 2:00 PM  
Date: Friday, October 30, 2020

Project Description:

Replacement of existing chilled water pipe insulation with foam glass of 1.5 inch thickness.

Documents:

All work shall be done in accordance with the plans, specifications, bidding and contract documents relative thereto as prepared by the Okeechobee County School Board.

Documents may be secured by contacting:

Brian Barrett  
Director of Operations  
938 NW 34<sup>th</sup> Street  
Okeechobee, Fl. 34972  
Phone: (863)462-5083  
FAX: (863)462-5166  
[barrettb@okee.k12.fl.us](mailto:barrettb@okee.k12.fl.us)

Okeechobee County School Board

By: Mr. Ken Kenworthy, Superintendent

Advertisement for Bid: October 9, 2020 Okeechobee News