

Superintendent  
Ken Kenworthy



# Okeechobee County School Board

863-462-5000

700 S.W. Second Avenue  
Okeechobee, Florida 34974

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**Chairperson**  
Melisa Jahner  
**Vice Chairperson**  
Malissa Morgan  
**Members**  
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Jill Holcomb  
Amanda Riedel

## REQUEST FOR PROPOSAL (RFP)

FOR

### COMPREHENSIVE ROOF CONSULTING SERVICES

RFP # 2022/2023 -01

### IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

**PROPOSALS MUST BE RECEIVED BY 3:00 PM ON January 20, 2023**

The cutoff date for any written questions for this RFP is January 17, 2023

It is the responsibility of interested firms to check <http://www.okee.k12.fl.us/operations> and [jeff.diefendorf@okee.k12.fl.us](mailto:jeff.diefendorf@okee.k12.fl.us) for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted proposal.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity and/or services in accordance with all terms, conditions, and pricing specified herein or to offer a "no response." Please type or print the information below. **The Respondent is REQUIRED to complete, sign and return this form with your submitted response for this RFP.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Entity Type (Corporation, LLC, Sole Proprietor, or Partnership)

## **TABLE OF CONTENTS**

<b>SECTION 1 – REQUEST FOR PROPOSAL (RFP)</b>	<b>1</b>
<b>SECTION 2 – SCOPE OF WORK</b>	<b>3</b>
<b>SECTION 3 – INSTRUCTIONS TO SUBMITTING FIRMS</b>	<b>4</b>
<b>SECTION 4 – EVALUATION CRITERIA</b>	<b>11</b>

## Overview

**Scope of the Work** - This is a Request for Proposal (RFP) for Roofing Inspections and Consultation. The intent of this solicitation is to establish primary and backup qualified firm(s) to provide a variety of roof inspections required annually to maintain roof warranties, reporting, and consultation services (required to validate the need for roof replacement and repairs) on a task order basis for the Okeechobee County School Board per the specifications, drawings and terms and conditions. The School Board's buildings have flat, metal and/or shingle roofs.

The required services may include, but are not limited to:

- Visual Roof Inspections & Condition Reports
- Infrared Roof Moisture Surveys
- Roof Repair and Replacement Documents
- Document Review & Bidding Services
- Project Management, Construction Administration Quality Control & Inspection
- Roof Maintenance Programs
- Prepare specifications for task orders

Recommendations and budget estimates for maintenance, repairs, modifications and/or replacement or other alternatives as applicable, shall be included as part of all reports developed as a result of this contract.

Task orders and detailed scope of services will be developed for each individual specific need and issued by purchase order.

**Service location shall be within 150 miles of the Okeechobee County School District using zip code 34974. If not, please do not respond.**

This solicitation is comprised of up to three (3) parts:

- i) **Submission Instructions (includes Specification, Submission Instruction 21)**
- ii) **Special Conditions** and
- iii) **General Conditions**

The **Submission Instructions** are the requirements which should assist a Seller to submit a responsive, responsible and/or best value response to this solicitation. **The Special Conditions, if any, are terms and conditions that pertain to this particular procurement.** The **General Conditions** are the terms and conditions applicable for all District procurements and usually apply after award. The term "bid" includes responses to a Request for Proposal (RFP).

**Responsive** – A Seller's response that fully conforms to this solicitation and all its requirements, including form and substance.

**Responsible** – Seller demonstrates in their response that they have the capability and financial and technical capacity to perform the requirements of this solicitation and subsequent contract. Responsible Sellers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous three (3) years and shall not currently be included on any list of debarred or suspended business entities or individuals.

**Sellers shall NOT expect an invitation to discuss their response later to makeup for deficiencies. Instead, they will likely NOT be considered for award.**

**Communication** – To ensure receipt of the most recent, complete information for this solicitation, please monitor and use <http://www.okee.k12.fl.us/operations> or email questions directly to [janet.pineda@okee.k12.fl.us](mailto:janet.pineda@okee.k12.fl.us)

### Schedule

The following dates and activities identify proposed project schedule milestones (subject to modification by Okeechobee County School Board):

Advertisement/RFP	December 14, 21 & 28, 2022
Non-Mandatory Pre Bid Meeting Request must be received by:	January 11, 2023
Cutoff for Questions	January 17, 2023
Deadline for Proposal Responses	January 20, 2023 3:00 PM

Board Approval of Contract	February 14, 2023
Contract Start Date	February 15, 2023

### Submission Instructions

1. Pre-Bid Meeting &/or Walk-Through  
A Non-Mandatory Pre-Bid Meeting will be offered **if** a Seller emails a request to [jeff.diefendorf@okee.k12.fl.us](mailto:jeff.diefendorf@okee.k12.fl.us) at least **three (3) business days prior** to the scheduled **Question Deadline date**. This **Question Deadline date and time is stated on the Schedule** and may be held at OCSB Operations building located at 938 NW 34<sup>th</sup> Street, Okeechobee, FL 34972.
2. Question Deadline – Questions must be submitted to [janet.pineda@okee.k12.fl.us](mailto:janet.pineda@okee.k12.fl.us) no later than the date and time as stated on the Time Schedule set forth above.
3. Preparation & Submission of Bids
  - (a) Each Seller shall complete the Bid Proposal form and indicate his Bid prices hereon in the proper spaces. All blanks shall be properly filled in. **All pricing must include delivery.**
  - (b) Each Bid must give the full name and business address of the Seller. Bids by a corporation must be signed with the legal name and followed by the manual signature and designation of an officer, agent or other person authorized to bind the corporation. Proposals by partnerships shall show the names of all partners and must be signed in the partnership name by one of the partners or by an authorized representative. In every case, the name of the person signing, and their designation shall be typed or printed below their signature.
  - (c) The responsibility for submitting a response to this Bid Proposal to Okeechobee County School Board Operations Department at 938 NW 34<sup>th</sup> Street, Okeechobee, FL 34972, on or before the stipulated time and date will be solely and strictly the responsibility of the Seller. Okeechobee County School Board will in no way be responsible for delays caused by the United States Postal Service or by any other delivery service or occurrence. Any proposals received after the stipulated time and date will not be accepted, and/or opened and will be returned to the Proposer.
  - (d) Any submission(s) provided to the District shall be at no cost. This includes but is not limited to labor, services, travel, data or samples.
4. Closing – Sellers may verify District receipt of their responses via email [jeff.diefendorf@okee.k12.fl.us](mailto:jeff.diefendorf@okee.k12.fl.us) . The District no longer reads Seller's names and prices at Closing. Instead, a Tabulation will be posted on <http://www.okee.k12.fl.us/operations>.
5. Award of Contract
  - (a) The contract will be awarded as soon as possible to the best value Seller(s); provided the Bid is reasonable and it is in the best interest of the School Board to accept it. At discretion of the Board, the Award may be awarded to multiple Sellers. The Selection Criteria for this RFP is outlined in the in the rating sheet attached.
  - (b) The Buyer may waive minor deficienc(ies) in Bids received when this is in the best interest of the District. This includes, but is not limited to, submitting a missing form, signature or clear description, provided the significant documents evidencing responsiveness are submitted, as solely determined by the Buyer.
  - (c) Each Seller shall be prepared, if so requested by the School Board, to present evidence of their experience, qualifications, insurance capacity and financial ability to carry out the terms of the contract.
  - (d) The District reserves the right to reject any and all Bids when such rejection is in the District's best interest and/or to reject the Bid of any Seller who is not in a position to perform the contract.
  - (e) Quantities – The District reserves the right to increase or decrease the amounts stated herein to meet their needs.
  - (f) Term – This agreement for services is effective as of the date of the last signature is affixed to the contract and shall continue unless terminated by either party upon thirty (30) days' notice through a certified letter. Such termination shall be without recourse expect for monies owed on the part of either party upon notice to the other party.
  - (g) Contract Documents – The submission of a bid constitutes an offer by the Seller. If Board approval is required, the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Seller enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is

not requested, this solicitation, any addenda to this solicitation, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Seller and the District. The District's documents shall take precedence. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Seller and The District. This contract shall bind the Seller to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid.

- (h) Purchase Order Required – Sellers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Purchasing. Notification of Award is not to be construed as authorization to provide goods or services.
  - (i) Inability to Provide Goods/Services - In the event the awarded Seller can no longer provide the good and service per the requirements of this bid/contract, inclusive of option years, the Director of Finance is authorized to award to the second lowest, responsive, responsible or best value Seller provided a price or cost analysis is first performed to ensure a new bid would not better serve the District's needs. If the second lowest, responsive, responsible Seller cannot honor their previous bid, the next low, responsive, responsible Seller may be considered, etc., subject to the same price or cost analysis described above.
6. Work Hours – Work hours will be Monday-Friday, dawn to dusk, as determined by School Board representative. It should be noted that hours impacting school operations and/or student activities are 7:00 a.m. to 4:00 p.m. Work after 4:00 p.m. can be scheduled with Jeff Diefendorf, Director of Operations.
  7. References – Seller must have at least three (3) references from customers for which the Seller has provided successful, similar work and the District can readily contact.
  8. Form of Contract – The contract shall be in the form of a Purchase Order, which incorporates the terms and conditions of this solicitation and will be signed by personnel authorized by the School Board.
  9. Appropriations – The District's performance and obligation to issue orders and pay under this solicitation is contingent upon approval by the Board or its approved delegation.
  10. Time of Completion – Seller must agree to commence work promptly after execution of the Contract Agreement, and to fully complete the project in the specified time lines. Time of completion is considered to be of the essence of the contract.
  11. Compliance with Laws – Each Seller must comply with all Federal, State, local laws, State Board of Education Requirements SREF regulations and ordinances relating to the type of work involved.
  12. Public Entity Crime – Paragraph (2)(a) of Section 287.133, Florida Statutes - A person or affiliate who has been placed on the convicted Seller 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 Seller, supplier, sub-Seller, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Seller list. The Seller certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  13. BID PROTESTS
    - (a) SELLERS 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 SELLERS acknowledge that the significant damages and losses that will be suffered by the OWNER/BUYER 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 whichever is less.

- (c) The SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The Okeechobee County School Board, Florida". The Protest Security (Bond) shall be executed by the SELLER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as shown on the SELLER'S Protest.
  - (d) Should the protesting Bidder be successful in its Bid Protest, the SECURITY submitted by that SELLER shall be returned to the Protesting SELLER in full. Should the protesting SELLER'S protest be unsuccessful, the SECURITY submitted by the protesting SELLER in the form of a cashier's check or certified check shall be kept and retained by the OWNER/BUYER and OWNER/BUYER may receive and retain all moneys represented by such check and the Protesting SELLER shall have no right to same or to a refund of any part of same. Protesting Seller will also be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.
14. Non-Collusion – The Seller, by affixing his signature to this proposal, certifies that their bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
  15. Piggyback – Purchases may be made under this bid by other "public agencies" within the State of Florida per DOE Regulation #6A1.012(5) and Florida Statute 163.01(3)(b) with the consent and agreement of the successful Seller(s). Such purchases shall be governed by the same terms and conditions as stated herein. In no event shall the District be responsible for issues pertaining to other governmental agencies.
  16. Order of Precedence – In the event of conflict amongst documents, the documents are listed in descending order of precedence (some may not apply): District's Addenda, District's clarifications to this solicitation, this solicitation, District's specification, District's plans/drawings, and Seller's responses. Notwithstanding the above mentioned, the section of a document which offers the highest quality good and/or service to the District shall prevail. Seller shall immediately email any conflict to [janet.pineda@okee.k12.fl.us](mailto:janet.pineda@okee.k12.fl.us) before the Question Deadline.
  17. State Term Contract Review – Before purchasing nonacademic commodities and contractual services, this procurement will be reviewed for economic advantage as compared to the State of Florida's purchasing agreements and State term contracts available under Florida Statute 287.056.

### **Special Conditions**

1. Claims – Respondent must submit the following below (if "None", this must be stated for each item below):
  - (a) Litigation - Identify all litigation in which your firm has been a party to legal action (including arbitration, administrative proceedings, etc.), or lawsuits during the last five (5) years involving a client for claims in excess of \$10,000. Include a brief legal description of the dispute and its current status. Please describe the particular circumstances giving rise to the dispute and the actions, which your firm took to attempt to settle the matter prior to and after a suit being filed.
  - (b) Describe in detail any projects within the last three (3) years where liquidated damages, penalties, liens, defaults, cancellations of contracts or terminations of contracts were imposed, sought to be imposed threatened or filed against your organization.
  - (c) List any outstanding claims of latent defects or incomplete or inadequate warranty support on any project for which your firm was responsible.

### 2. Seller Performance

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

- a) The Seller shall furnish all equipment, labor, transportation, tools, and incidentals necessary for the execution and completion of any project unless otherwise specified.
- b) The Seller shall be responsible for the appearance and demeanor of all personnel assigned to the project. The dress code shall be attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.
- c) Identification badges shall be worn and clearly visible while on any District property.
- d) The Seller's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Sellers employees shall refrain from using foul, abusive, or profane language on District property.

- e) Upon arrival and departure onto any District school campus, the Seller's employees shall enter their company information into the District's project manager's log book or school's log book provided in the administrative office of each campus. Before or after normal school hours, contact the on-site custodial staff.
- f) The Seller's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products or electronic cigarettes are prohibited on any property owned by The District. Seller's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- g) Seller shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- h) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- i) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- j) When requested, Seller shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

### **General Conditions**

#### 1. Insurance Provisions

The Seller shall provide an insurance certificate(s) satisfactory to the District seven (7) days after award. No work shall commence under this Contract until the Seller has obtained all insurance required under this section and such insurance has been approved by the District.

Professional Liability – The professional liability insurance provided by the Seller shall conform to the requirements set forth below:

- i) The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of services performed by or on behalf of the Seller pursuant to this Agreement which are first reported to the Seller within four years after the expiration or termination of this Agreement.
- ii) If the insurance maintained by the Seller also applies to services other than services under this Agreement, the minimum limits of insurance maintained by the Seller shall be \$1,000,000 per claim. If the insurance maintained by the Seller applies exclusively to the services under this Agreement, the minimum limits of insurance maintained by the Seller shall be \$1,000,000 per claim.
- iii) The deductible for Professional Liability Insurance shall not exceed \$25,000.
- iv) The Seller shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the Seller or the insurer within four years after the expiration or termination of this Agreement.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the School Board 30 days prior to any expiration date. There shall also be a 30-day notification to the School Board in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the Seller to insure that all sub-Sellers comply with the same insurance requirements that he is required to meet.

Special Requirements – The "Okeechobee County School Board" shall be listed as an "Additional Insured" on Professional Liability Policies and an "**Additional Insured**" endorsement from the **insurance carrier** shall be provided. Certificates of Insurance and "Additional Insured" endorsements meeting the required provisions shall be forwarded to the School Board Purchasing Department.

#### 2. Payments To Seller

The Seller shall submit a written request for payment to the School Board's representative for verification.

#### 3. Jessica Lunsford Act

**Seven (7) days after bid award**, any non-instructional school District personnel or contractual personnel who are permitted access on school grounds **when students may be present**, as well as those who have access to or control school funds must pass a level 2 screening (fingerprinting and FBI background check) and have a State of Florida uniform photo identification badge displayed. "Contractual personnel" has been defined as any Seller, individual or entity under contract with the school board. (Jessica Lunsford Act, 1012.465. F.S.) To comply with state law, all personnel who are contracted to work on school grounds where students may be present, must have

obtained the State of Florida uniform photo identification badge and have it displayed prior to coming to or working at all school sites

To obtain The Okeechobee County School Board Level 2 Security Badge, you may **contact our Human Resources Department at 863-462-5000, ext. 1022 for an appointment.** A current State of Florida uniform photo identification badge (implemented July 1, 2013) with another school District is also acceptable. Any "disqualifying offense" by an individual assigned to work at a District location must be immediately reported by this individual and, if known, the Seller's officer. Sellers employing multiple individuals shall submit a list of employees that may work on our premises to [jeff.diefendorf@okee.k12.fl.us](mailto:jeff.diefendorf@okee.k12.fl.us). Such list shall provide employees by complete name and social security number.

4. A. Section 448.095, F.S., requires the Contractor to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors, (i) The Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement, (ii) Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (iii) The Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. The Contractor must provide evidence of compliance with Section 448.095, F.S., by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.

D. Failure to comply with this provision by the Contractor or a subcontractor is a material breach of the Agreement and the School Board shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to higher costs for the same services and rebidding cost (if necessary). In addition, the Contractor may not be awarded a contract with the School Board for at least one year after the date of this agreement is terminated. All proposals become the property of the OCSB upon receipt and will not be returned to the firm.

5. Terms and Conditions

**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.

6. Certification Regarding Public Entity Crimes Declaration, Debarment, Lobbying, and Drug Free Workplace  
Certification forms provided in this bid invitation package must be signed and presented with your bid.

7. Records Access

The Okeechobee County School Board and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent records of Seller to make audits.

8. Non-Waiver of Rights

The failure of Buyer or Seller to insist upon strict performance of the terms and conditions of this contract or to exercise any rights or remedies, shall not be construed as a waiver or its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

9. Severability/Assignability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither party may assign, transfer or otherwise dispose of this agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld.

10. Indemnity

This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida



Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.

11. Invoicing

Invoices shall be sent to the government agency which places an authorized purchase order. The Okeechobee County School Board shall have no responsibility for work performed for other government agencies. For Okeechobee County Schools' invoices, follow the instructions on our purchase orders. For all other invoices, follow their instructions. **INVOICING**

- a) The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment.
- b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. The BUYER will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
- c) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
- d) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
- e) All statements and invoices shall be mailed to Jeff Diefendorf, 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 [jeff.diefendorf@okee.k12.fl.us](mailto:jeff.diefendorf@okee.k12.fl.us)

12. Independent Contractor

Seller is an independent contractor and as such, has no authority to act for or on behalf of the District, or to bind the District to any contract or in any other manner.

13. Conflict of Interest & Contingent Fees

The Seller warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee or due to their relationship to another District employee, official or consultant, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a Seller for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain District contracts nor holds itself out as being able to obtain any District contract or contracts through improper influence.

The Seller warrants that no person or agency has been employed or retained to solicited or obtain this contract due to their relationship with a District employee, official or consultant who can influence an award favorable to their interests. Any such relationship shall be immediately reported to the Director of Finance.

Bona fide employee, as used in this clause, means a person, employed by a Seller and subject to the Seller's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain District contracts nor holds out as being able to obtain any District contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a District contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a District employee or officer to give consideration or to act regarding a District contract on any basis other than the merits of the matter.

14. Public Records

- a) This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b) The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
- c) Upon request by the School Board, the Contractor shall provide the School Board with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d) The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the public records to the School Board as indicated below.
- e) The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- f) The Contractor shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School Board to perform the scope of services. Upon request by the School Board, all public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- g) Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

**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 863-462-5000 EXT. 1026, [KENWORTHYK@OKEE.K12.FL.US](mailto:KENWORTHYK@OKEE.K12.FL.US), 700 S.W. SECOND AVENUE, OKEECHOBEE, FL 34974.**

**COMPREHENSIVE ROOF CONSULTING SERVICES**  
**RFP# 2022/2023-01**  
**SELECTION CRITERIA RATING SHEET—WRITTEN PROPOSAL**

Company:			
Committee Member		Date:	
<b>Selection Criteria</b>	<b>Possible Points</b>	<b>Earned Points</b>	<b>Remarks</b>
A. Understanding and Responsiveness to the RFP	5		
B. Experience of Firm and Key Personnel	20		
C. Past Experience	20		
D. Commitment of OCSB	10		
E. Project Understanding and Approach	10		
F. References	10		
G. Availability and Proximity	10		
H. Completeness and Quality of Proposal	5		
I. Cost Proposal	10		
<b>TOTAL POINTS</b>	<b>100</b>		
Comments:			
Signature:			