

<p>SUBMIT TO:</p> <p>All Qualifications must be submitted via VendorLink- www.myvendorlink.com-- at the specified date and time below.</p> <p><i>It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to RFQ specifications. We are not responsible for delivery systems.</i></p>	<div data-bbox="800 121 922 231"> </div> <p>The School District of Manatee</p> <p>REQUEST FOR QUALIFICATIONS PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205</p>
<p align="center">DATE ISSUED: June 14, 2026</p>	
<p>TITLE: COMPLETE ARCHITECTURAL AND ENGINEERING SERVICES – BAYSHORE HIGH SCHOOL HVAC RENOVATION AND CTE ADDITION</p>	<p>RFQ NUMBER: 2026-03</p>
<p>CONTACT PERSON: Melody Ryan, Capital Buyer</p>	<p>EMAIL: ryan@manateeschools.net TELEPHONE: 941-708-8800 ext. 44070</p>
<p>SUBMITTAL DEADLINE: JULY 9, 2026 @ 12:00pm</p>	<p>REQUEST FOR INFORMATION DEADLINE: JUNE 28, 2026 @ 3:00pm</p>
<p>PRE-PROPOSAL CONFERENCE-DATE, TIME AND LOCATION: N/A</p>	<p>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</p>
<p>Each submittal should include all information and documents requested in this RFQ. Incomplete submissions may be declared non-responsive. A signed proposal submitted to the School Board obligates the submitter to all terms, conditions and specifications stated in this document, unless exceptions are taken and clearly stated in the RFQ response.</p>	
<p>LEGAL NAME, (herein referred to as “Bidder”) As described in the Section Titled “Florida Department of State, Division of Corporations Registration Requirements” within this Request for Proposal (“RFQ”): LEGAL COMPANY NAME:</p>	<p>Florida Division of Corporation Document Number (www.sunbiz.org):</p> <p>CONTRACTOR E-VERIFY NUMBER:</p>
<p>MAILING ADDRESS:</p>	<p>I hereby certify that I have read and understand the requirements of this Request for Qualifications and that, I, as the proposer, will comply with all requirements of this solicitation and any contract(s) and/or other transactions required by this award.</p>
<p>CITY – STATE – ZIP:</p>	
<p>TELEPHONE NO:</p>	<p>Authorized Signature:</p>
<p>FAX NO:</p>	<p>Typed Name:</p>
<p>FEI/EIN Number:</p>	<p>Title:</p>
<p>Email Address:</p>	<p>Date:</p>

Table of Contents

PROPOSAL SUBMITTAL CHECKLIST.....	Error! Bookmark not defined.
Section I: SELECTION PROCESS.....	3
A. GENERAL INSTRUCTIONS:	3
B. PROJECT DESCRIPTION:.....	4
C. KEY EVENTS & DATES:	5
D. MANDATORY SUBMITTAL REQUIREMENTS:.....	6
E. SELECTION PROCESS FOR PROPOSALS AND METHOD OF EVALUATION:	6
F. PUBLIC RECORDS LAW:	6
G. BACKGROUND SCREENING:	7
H. REQUIRED FORMS:.....	7
Section II: RESPONSE TO REQUEST FOR QUALIFICATIONS STATEMENT FORMAT	8
TABLE OF CONTENTS.....	8
Tab 1: MINIMUM REQUIREMENTS.....	8
Tab 2: FINANCIAL RESPONSIBILITY	9
Tab 3: LOCATION	9
Tab 4: QUALIFICATIONS OF ANTICIPATED STAFF	10
Tab 5: APPROACH OF THE FIRM	10
Tab 6: PAST PROJECTS	10
Tab 7: CAPACITY	10
Tab 8: REQUIRED FORMS	11
Tab 9: OTHER CORPORATE DATA	11
Section III: INTERVIEW/PRESENTATION FORMAT	11
Section IV: GENERAL TERMS & CONDITIONS.....	13

Section I: SELECTION PROCESS

This document shall serve to provide interested parties with specific information as to the procedures for selection of Architects, Engineers and Professional Services for **THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA** pursuant to Florida Statute (F.S.) 287.055, Florida laws, Florida Administrative Rule Chapter 6A-2.0010 in Section 4.1 (commonly referred to as State Requirements for Educational Facilities or SREF), and School Board Policy's.

A. GENERAL INSTRUCTIONS:

Responses shall be submitted electronically at www.myvendorlink.com by the due date and time of **July 9, 2026 @ 12:00pm.**

Any questions concerning this Request for Qualifications shall be made via the question feature in vendorlink. All responses of a material nature will be posted in vendorlink and available to all interested parties. **Questions e-mailed directly to Procurement, Board members or other District Personnel regarding this solicitation will not be answered.**

Responses that do not comply with the School Board's Procedures or deadlines established will not be considered.

The School Board is not liable for any costs incurred by the proposers prior to the issuance of an executed contract.

The contents of the proposal of the successful proposer will become part of the contractual obligations.

All information submitted by a proposer is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a proposer is found to have committed perjury, such Proposer shall be ineligible for consideration for future projects. The minimum qualifying information outlined in Tabs 1 and 2 shall be submitted by a Proposer as a prerequisite for consideration by the evaluation committee and Board. In order to facilitate selection by the Committee, proposers are required to respond and index their submittals with the same paragraph notations as in Section II, Qualification Statement Format.

Firms and their agents are hereby placed on notice that they are not to contact members of the School Board or staff members for such purposes as holding meetings of introduction, dinners, etc., in the attempt to influence the outcome of the selection process, if they intend to, or have submitted a proposal or Letter of Interest of this project.

Note: Additional information regarding the selection process and scoring may be found as a document posted with the submission of this RFQ at www.myvendorlink.com

B. PROJECT DESCRIPTION:

Provide Engineering Services for:

Site:	Bayshore High School 5401 34th Street West Bradenton, FL 34210	
Scope		Estimated Project Budget
<p>The scope of work includes but is not limited to the renovation of mechanical, electrical, and plumbing systems; replacement or repair to impacted interior finishes; the optimization of energy efficiency; replacement of the kitchen server; enhancement to campus security; improvements to site features; and a Career and Technical Education (CTE) addition.</p> <p>The campus was constructed in 1997 with core facilities for 2,354 student stations. The campus consists of six (6) classroom buildings totaling 274,658 sf. Repair of over 300 corroded steel pipe columns is occurring in 2026.</p> <p>The project will be on an occupied campus and phased in a manner to ensure staff safety.</p> <p>Architectural/Engineering (A/E) firms shall demonstrate proven experience in the planning and design of both K–12 educational facilities and Career & Technical Education (CTE) facilities.</p>		\$56,655,255.00

For planning purposes, the high-level project milestones are*:

Design Complete	July 2027
Construction Complete	July 2029

* Milestone Dates are tentative and subject to change

Interested parties are strongly discouraged from contacting the schools or sites where projects may be located. Project clarifications will be addressed through Q&A in the VendorLink System.

All facilities are owned by the District. All work shall comply with Florida State Statutes, State Requirements for Educational Facilities (SREF), District requirements and State Codes.

C. KEY EVENTS & DATES:

June 9, 2026	Board Approval to Advertise
June 14, 2026	First Legal Advertisement Posted Request for Proposal notice e-mailed to prospective Proposer's via VendorLink & RFQ documents posted on the VendorLink website.
June 21, 2026	Second Legal Advertisement Posted
June 28, 2026	Third Legal Advertisement Posted
June 28, 2026	Questions/Clarifications due. Questions shall be submitted electronically through VendorLink at www.myvendorlink.com . Only questions submitted electrically will be answered.
July 9, 2026	Proposals due @ 12:00 noon E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
July 27, 2026	Evaluation of proposals and make short-list selection of proposers
July 29, 2026	Site Visit for short-listed firms
August 20, 2026	Interviews and final ranking of responses
September 15, 2026	Board Approval to Negotiate Contract

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

D. MANDATORY SUBMITTAL REQUIREMENTS:

All responses are to be submitted electronically in pdf format. Font size shall not be less than 10 pt font. Sections shall be tabbed (bookmarked) to correspond to the headings listed in the RFQ Contents. The pages shall be numbered with the maximum number of pages being sixty (60). The letter of introduction shall be no more than one page. Financial statements shall be submitted in a separate file titled “Financial Statement” and will not be counted towards the maximum page count of sixty (60) pages. The Required forms shall be submitted as separate files and will not be counted towards the maximum page count of sixty (60) pages.

E. SELECTION PROCESS FOR PROPOSALS AND METHOD OF EVALUATION:

The Evaluation Committee will review all proposals received by the specified due date and time and score the proposals independently in accordance with the criteria listed in this Request for Qualifications. Selection Committee members shall submit their score sheets to the Procurement Services Department in advance of the meeting. Procurement services will create an aggregated and ranked score for each response based on individual evaluations.

During the short-listing Selection Committee meeting, the Selection Committee members shall discuss the summary tabulation and come to a consensus on the ranked scores. No fewer than three (3), will be selected to participate in the oral interviews/presentations.

All scoring of interviews/presentations is subjective and scored separately by the Evaluation Committee Members based on their individual judgment of the firm’s presentation.

F. PUBLIC RECORDS LAW:

Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when the District receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below.

A Vendor’s response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Vendor’s response (including, without limitation, technical and price information) will be a matter of public record, subject to the provisions of Florida’s Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status.

Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to the District’s production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The response, upon submission shall be the property of the District (except those parts asserted to be exempt in the manner set forth below), and the District, in its sole discretion, shall have the right to use, reproduce, and disseminate the response.

The District reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to the District which is asserted to be exempt under Chapter 119,

Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked “exempt,” “confidential,” or “trade secret” (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the response or other document in which the content is set forth.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**Public Record Custodian, Communications/Public Records Associate,
215 Manatee Avenue W.
(941) 708-8770
Bradenton, Florida, 34205
publicrecords@manateeschools.net**

G. BACKGROUND SCREENING:

As required by the Jessica Lunsford Act [s.21 of Ch. 2005028, L.O.F.], if anyone representing a vendor under contract with the school district **will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company.

Vendor/Proposers shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

H. REQUIRED FORMS:

For your convenience, the required forms outlined in section II tab 8, which must be completed and submitted along with your bid proposal, will be posted in VendorLink.

Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. Please note that these forms may not include all the forms that should be

submitted with your response so please check the Submittal Checklist on page 2 of this document for a complete list of requested and required submittals.

Section II: RESPONSE TO REQUEST FOR QUALIFICATIONS STATEMENT FORMAT

To facilitate analysis of its qualifications package, the firm shall prepare its qualifications package in accordance with the instructions outlined in this section. The qualifications package **must not be more than sixty (60) pages** “excluding” the financial statements and required forms outlined in Tab 8-Required Forms. Responses exceeding **sixty (60) pages will be deemed nonresponsive.**

The District is not responsible for any cost incurred by the proposing firm, prior to the issuance of an executed contract.

TABLE OF CONTENTS

Tab 1: MINIMUM REQUIREMENTS

(All items in Tab 1 shall be included in the response, if not included, the review will be deemed non-responsive.)

1. **Complete and sign RFQ cover page**
2. **Letter of Introduction**—letter shall include a brief summary of firm’s history and commitment to the projects. Letter shall be limited to *one* page.
3. **Professional Licenses, Current**—(a) current Professional licenses from firm **and consultants**, (b) certificate of corporation from firm **and consultants**.

Copies of current State of Florida professional registration license renewals **for the applicant** excluding sole proprietorships and **all key professional personnel Licenses** to be used on the project. An applicant shall be properly registered to practice in the State of Florida with the appropriate state board governing the services offered. The committee may verify the current status with the appropriate state board.

4. **Certified Minority Firm**-- If the proposing firm is a Minority/Women-owned Business Enterprise, provide Certified Minority information for your firm and consultants. Provide certifying agency if applicable. Provide classification: a) African American, b) Hispanic American, c) Asian American, d) Women Owned, e) Native American, f) Service-Disabled Veteran.
5. **Insurance**—Provide proof of insurance per the following:
 1. Commercial General Liability
 - a. Each Occurrence 1,000,000
 - b. General Aggregate 2,000,000

- | | |
|---|-----------|
| 2. Automobile Liability | 300,000 |
| 3. Umbrella Liability | 1,000,000 |
| 4. Professional Liability | 2,000,000 |
| 5. Workers Compensation and Employees Liability | 500,000 |
6. **Litigation**-- list of all pending litigation and all litigation within the past five years, including explanation of each (per SREF 4.1(1)(c)7).
7. **References**-- Provide a list of a minimum of five (5) references in this section. Provide references where you have completed a project similar in scope to the proposed project. The Construction Services Department will contact references for short-listed firms. Findings will be shared with the evaluation committee and scored as part of the *final evaluation*. Please include the following:
- Name of Reference and contact information (including email address)
 - Project-including scope and construction budget
 - Date the Project was initiated and completed

***The District or its employees may not be used as a reference.**

Tab 2: FINANCIAL RESPONSIBILITY

(All items in Tab 2 shall be included in the response, if not included, the review will be terminated)

Provide information indicating financial capability of the firm to provide the resources required, including: Audited financial statements for the most recent two (2) years, including income statement, balance sheet, statements of cash flows and notes to financial statements. If audited financial statements are unavailable, provide similar unaudited statements. **Document that are provided must not be password protected. Should your documents be password protected your response will be considered non-responsive.**

PROVIDE AS A SEPARATE FILE – TITLED “FINANCIAL STATEMENT”

Note: If you have submitted the most recent two (2) years of financial statements as part of another RFQ solicitation within the past six (6) months, your previously submitted financial documents will be used for the purposes of the short-list evaluation.

Tab 3: LOCATION

Provide the physical address of the business location within the county where business is conducted. Include a copy of a current business tax receipt from where the business resides.

Tab 4: QUALIFICATIONS OF ANTICIPATED STAFF

1. Explain in detail your rationale for selecting your team, including your consultants, for this project. Describe your team's experience with similar scope to the proposed project.
2. Provide a professional resume for each member of your team, including your consultants, that will be assigned to this project. Complete section E of Standard Form 330.
3. Complete Standard Form 330. Standard 330 forms are available at: <https://www.gsa.gov/Forms/TrackForm/32994>

Tab 5: APPROACH OF THE FIRM

Based on the projects you are submitting for review in tab six (6), explain why you are the most qualified firm for this project. Explain how the knowledge you gained in these projects will contribute to the success of the proposed project.

Tab 6: PAST PROJECTS

Provide a detailed project page for five (5) comparable projects which highlight your firms' ability to successfully deliver the proposed project. **Projects shall not be more than seven (7) years old.** If submitting less than 5 projects, please provide justification as to why your firm is qualified for the project. **Note:** Consideration will be given only to the successful completion of previous projects comparable in scope, size, and complexity. At minimum products should be at Construction Document (CD) phase.

Complete section F of Standard Form 330.

<https://www.gsa.gov/Forms/TrackForm/32994>

Architectural/Engineering (A/E) firms shall demonstrate proven experience in the planning and design of both K-12 educational facilities and Career & Technical Education (CTE) facilities.

Tab 7: CAPACITY

Provide a listing of current volume of work and number of projects and the utilized capacity of each resource recommended for the project. Specify the amount of time each team member is expected to devote to our project from its inception to closeout and the amount of time each team member is expected to devote to other projects the firm is involved in from the inception of our project to the close of our project.

Tab 8: REQUIRED FORMS

1. Bidder's Statement of Principal Place of Business
2. Drug-free Workplace Certification
3. Debarment and Suspension Certification
4. Scrutinized Company Certification
5. Byrd Anti-Lobbying Amendment
6. Anti-Discrimination Amendment
7. Employment Eligibility Verification (E-Verify)
8. Contractor Affidavit Regarding the Use of Coercion for Labor and Services

These required forms are available in separate files on Vendorlink. DO NOT Remove the Appendix header.

Tab 9: OTHER CORPORATE DATA

This is optional and is not a requirement under the submittal process. If you choose, you may submit pictures, brochures, letters etc. These pages are included in the sixty (60) page maximum.

The completion of Tabs #1 through #8 are mandatory. Failure to complete items #1 through #8 shall automatically deem your submittal incomplete and eliminate it from further consideration.

Section III: INTERVIEW/PRESENTATION FORMAT

Section III is for the Interview/Presentation Process. All scoring for this section is subjective and scored separately by the Committee Members based on their individual judgment of your presentation. The firms conducting the interview should cover all the topics indicated below, **this is not the time to market your firm**. It is important to follow the steps in order to ensure you cover all the topics to receive the maximum score.

1. Communication and Proposed Project Staff:
 - Identify the actual staff to be assigned to this project, describe their ability, and experience, and identify the function of each within your organization and their proposed role on this project.
 - Prepare and organizational chart.
 - Indicate the number of days each staff member is to be rendered on this project.
 - Show the individual staff member's capacity.

- Provide a leave behind which confirms your proposed team is the same team in your submittal. Verbally explain any changes to your proposed team which have occurred since your submittal.
 - Explain how your firm will communicate with Building Administration, the Construction Services Department, and other stakeholders in the District as well as the design firm for this project.
 - Explain how you will relieve Building Administration of the burden of communicating project updates to staff.
 - Discuss any digital content for project updates, status, etc.
2. Knowledge of the Site:
- Demonstrate knowledge of the project site, facility's existing conditions as it pertains to the project and local ordinance.
 - Demonstrate how the design meets the specific educational needs of the schools.
3. Construction Budget/Value Engineering:
- Demonstrate knowledge and experience in construction methodology and the recommendation of materials to create an optimum value in meeting the project's budget requirements.
 - Explain methods to produce timely documents to meet the proposed building schedule.
 - Discuss methods for estimating and budgeting for the project and organization's involvement in the value engineering procedure.
4. Master Plan and Building Design:
- Describe your plan, in detail, for executing the new project.
 - Describe your overall approach to the specific project including the development of project scope with appropriate school board divisions such as education, food service, transportation, technology, safety and security, and FF&E (fixtures, furniture, and equipment).
 - Discuss your approach to the design/coordination of all construction documents.
 - Discuss your role in contract administration in regard to the CM and Owner, and involvement with Requests for Information, Contract Amendments and Change Orders.
 - Demonstrate proven experience in the planning and design of Career & Technical Education (CTE) facilities

Section IV: GENERAL TERMS & CONDITIONS

PURCHASE TERMS AND CONDITIONS: This proposal, and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Request for Qualifications, including pre-printed text contained on descriptive information submitted or any other materials. By virtue of submitting a response, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

CLARIFICATIONS OR REVISIONS: The District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee, or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

CANCELLATION: In the event any of the provisions of the awarded proposal are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancellation, perform any inspection, or take any other action

to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF RFQ: Proposers should submit via Vendorlink any questions regarding this RFQ. Only questions submitted electronically will be included in an addendum. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders

ADDENDA TO RFQ: From time to time, addenda's may be issued to this RFQ. Any such addenda will be posted on (www.myvendorlink.com). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statute 286.011 and noticed on the District Web Site (www.manateeschools.net) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statute 286.011. See Key Events and Dates page contained herein.

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Proposers acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this RFQ document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this RFQ shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposers shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

PREVIOUS PERFORMANCE: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of RFQ evaluation, proposers must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the RFQ proposal submitted fully complies in every respect with our bid documents.

RFQ TABULATIONS: After approval by the School Board of Manatee County, proposal tabulations will be available for review on the e-procurement service website (www.myvendorlink.com).

CONFLICTS OF INTEREST AND KICKBACKS: Any proposer giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money, or other things of value as an inducement or intended inducement, in the procurement of this or any other RFQ/bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No

School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com). A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110, and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute

120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida, and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its sub-contractors, a violation of the Immigration and Naturalization Act. Vendor/Proposer shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Proposer shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

PUBLIC ENTITY CRIMES CERTIFICATE: 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person

may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND-ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/ Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i) (4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT: as amended (40 U.S.C. 3141–3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “AntiKickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

“STEVENS AMENDMENT” (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website (www.manateeschools.net) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

DEBARMENT AND SUSPENSION: (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

ANTI-DISCRIMINATION: a. the proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

MINORITY, SMALL, AND WOMEN OWNED BUSINESS: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned

businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT: (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 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 (42 U.S.C. 6201).

BYRD ANTI-LOBBYING AMENDMENT: (31 U.S.C. 1352)— Contractors that apply or RFQ/bid for an award of \$100,000 or more must 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 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS: 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.