



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

817 Bill Beck Boulevard • Kissimmee, Florida 34744-4495
Phone: (407) 870-4600 • Fax: (407) 870-4618 • www.osceola.k12.fl.us

BID # SDOC-05-032-FPC

LUMP SUM ROOF REPLACEMENT PROJECT FOR ADMINISTRATION BLDG

PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS WILL BE CONSIDERED A BINDING CONTRACT.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

TOLL FREE TELEPHONE: (Area Code) _____

TYPED NAME OF PERSON RESPONSIBLE FOR BID/RFP: _____

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS FOR PERSON ABOVE: _____

PLEASE LIST BELOW THE "INSIDE" SALES CONTACT FOR THIS CONTRACT

TYPED NAME: _____

TITLE: _____ PHONE: (Area Code) _____ Ext _____

FAX: (Area Code) _____ EMAIL ADDRESS: _____

Bids shall be submitted in a sealed envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received in the Purchasing Department located at 817 Bill Beck Boulevard, Building 2000, Kissimmee, FL 34744-4495. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this Bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope with your Bid response.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will make all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the American With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

BECAUSE OF THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.

Board Meets First Tuesday of Each Month

DISTRICT-WIDE ACCREDITATION BY THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

An Equal Opportunity Agency

THOMAS E. CHALIFOUX
DISTRICT NO. 2 KISSIMMEE
PHONE: (407) 846-0977

TOM GREER
DISTRICT NO. 4 KISSIMMEE
PHONE: (407) 892-8200

JOHN MCKAY
DISTRICT NO. 5 ST. CLOUD
PHONE: (407) 957-4056

DAVID E. STONE
DISTRICT NO. 3 KISSIMMEE
PHONE: (407) 933-2700

JAY WHEELER
DISTRICT NO. 1 KISSIMMEE
PHONE: (407) 390-0505



The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 Fax (407) 870-4618 www.osceola.k12.fl.us

October 29, 2004

BID #SDOC-05-032-FPC

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **LUMP SUM ROOF REPLACEMENT PROJECT FOR ADMINISTRATION BUILDING 1000** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, **until 2:00 PM on November 23, 2004**. All proposals will be reviewed in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

The following items are required:

- Bid Bond equal to 5% of the overall project, guaranteeing the price for 60 days.
 - List of Subcontractors
- Vendor awarded the bid must provide the following to the Purchasing Department before commencement of work:
 - 100% Performance and payment bonds referencing Florida Statute 255.05 for the entire contract amount.
 - Certificate of Insurance (Project specific - listing SDOC as additional insured, regardless of dollar amount)
 - Builders Risk Insurance

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids on leases of real property to a Public Entity.
- May not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

Convicted Vendors may not transact business with any Public Entity in excess if the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REQUIRED SUBMITTALS:

Please be sure you have completed and enclosed this page along with the required documents listed below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.

- Drug Free Workplace Certification
- Insurance Documentation (Standard)
- Proof of Bonding Capacity from your Surety
- Warranty Information
- List of Subcontractors
- List of References
- Financial Statement
- Business Resume
- Additional Submittals specific to this bid may also be required. See Bid for details.

**FC-220-120
(Rev. 6/99)**

STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Lisa Kesecker, CPPB – Purchasing Specialist

BID # SDOC-05-032-FPC

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file only for the commodity listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Failure to do so may result in your bid packet not being delivered on time to the Purchasing Department, resulting on your name being removed from the School District of Osceola County's Vendor List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED RFP/BID NUMBER:	<u>SDOC-05-032-FPC</u>
BID TITLE:	<u>ROOF REPLACEMENT PROJECT FOR ADMIN BLDG 1000</u>
BID TO BE OPENED ON	<u>November 23, 2004</u> AT <u>2:00</u> P.M.
BID ENCLOSED _____	“NO BID LETTER” ENCLOSED _____
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

Reminder: A Mandatory Site Visit is scheduled for Tuesday, November 9, 2004 at 10:00 AM at Admin Building 1000

A Question Deadline is set for Friday, November 12 at 5:00 PM, All questions must be submitted in writing to both Sam Dower, with the School District at Fax # (407) 518-2985 and Mr. Clifford Marity, – Project Manager with A/R/C Associates, Inc. at Fax # (407) 898-6043.

If necessary an Addendum will be issued and faxed out Tuesday, November 16, 2004 before 12:00 PM (noon)

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ne(pr237p)

BID # SDOC-05-032-FPC

Roof Replacement Project for Administration Building 1000

1. **SCOPE**

- 1.01 THIS SPECIFICATION establishes the minimum requirements for the **LUMP SUM ROOF REPLACEMENT PROJECT FOR ADMINISTRATION BUILDING 1000**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 THE INTENT of this BID is to establish the minimum requirements for a LUMP SUM for a **ROOF REPLACEMENT AT THE ADMINISTRATION BUILDING 1000** and to establish firm pricing per the terms and quantities specified herein.

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 Bid Number it's opening date and time along with the Bidder's Company 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 their bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. The official clock for receiving bids is located in the Purchasing Office. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, may not be considered. Offers by telegram, facsimile machine, email, or telephone are not acceptable unless otherwise specified.

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. Ignorance on the part of the bidder 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. After bid opening, by appointment, bid files may be examined during normal working hours.

2.05 **INQUIRIES**

Please direct all inquiries concerning this Bid, in writing prior to the question deadline scheduled for November 12, 2004 at 5:00 PM to: Mr. Clifford Marity, – Project Manager for A/R/C Associates, Inc., 601 N. Fern Creek Avenue, Suite 100, Orlando, FL 32803 by fax at (407) 898-6043 or by email at Clifford@arc-arc.com

2.06 **TAXES**

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

2.08 **ACCEPTANCE / REJECTION**

The School District of Osceola 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.
- Reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award.
- Inspect all facilities of bidders in order to make a determination as to the foregoing.
- Waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. The School District of Osceola County reserves the right to use any and all remedies for violations of the contract that the law allows.

Any contract or agreement required by the vendor must be enclosed at time of bid response submittal.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that agreement.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

2.11 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.12 **POSTING OF AWARD RECOMMENDATION**

Award Recommendation will be posted at the location where bids were opened and will remain posted for 72 hours for review by interested parties. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- 2.13 **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.
- 2.14 **CHECK UNIT PRICES**
Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the Unit Price bid will be used in determining the correct bid price.
- 2.15 **NON-COLLUSION**
Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.
- If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.
- Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.
- 2.16 **CONFLICT OF INTEREST**
The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.
- 2.17 **EEO STATEMENT**
The School District of Osceola 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.
- 2.18 **FACILITIES**
The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.
- 2.19 **BANKRUPTCY / INSOLVENCY**
At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.
- 2.20 **OTHER GOVERNMENTAL AGENCIES**
It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

2.21 **DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consists of and not limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) drawing(s), if any,
 - d) purchase order,
 - e) bidder's submittals, if any,
 - f) contract agreement, if required.
9. "Campus Grille" shall also be known as the Food Services Department.

2.22 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**
No interpretation of the meaning of the Bid Document, any 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, addressed to the Purchasing Specialist assigned to this project. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the assigned Purchasing Specialist, in writing, shall be binding and prospective Bidders are advised that no other source in the Purchasing Office is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.23 **LITIGATION HISTORY**

All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

2.24 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

2.25 **EMERGENCY / STORM RELATED CATASTROPHE CONTRACTOR AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any contractors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

FAMILIARITY WITH LAWS

The contractor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him from any responsibility or liability arising from the award. The awarded contractor assures and certifies that they will comply with:

- U.S. EPA Asbestos Containing Materials in Schools, final Rule and Notice 40CRF763, Reference 736.99(a)(7).
- Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.
- Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.
- Title VI of the Civil Rights Act of 1964
- Age Discrimination Act of 1975
- Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination.
- Americans with Disabilities Act
- Anti-Kickback Act of 1986, 41 U.S.C. Section 51
- The Hatch Act, 18 U.S.C. 594, 598, 600-605
- Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
- Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex.
- Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
- Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
- Lead-Based Paint Poison Prevention Act
- Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.

- Clean Air Act of 1955, 42 U.S.C. 7401-7642
- Clean Water Act of 1977
- Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
- Records Retention, 34 C.F.R.

2.26 **SPECIAL STORM RELATED TERMS AND CONDITIONS**

2.27 **ACCESS TO RECORDS**

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.28 **EQUAL EMPLOYMENT OPPORTUNITY** {34 CFR 80.36(i)(3)}:

All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (This applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

2.29 **COPELAND "ANTI-KICKBACK" ACT** {34 CFR 80.36(i)(4)}:

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (This applies to all contracts and sub grants for construction or repair).

2.30 **DAVIS-BACON ACT** {34 CFR 80.36(l)(5)}:

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant program legislation). (This applies to construction contracts in excess of \$2,000 awarded by the district and sub-grantees when required by Federal grant program legislation).

2.31 **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** {34 CFR 80.36(i)(6)}:

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (This applies to all construction contracts awarded by the district and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts, which involve the employment of mechanics or laborers).

2.32 **RECORDS RETENTION** {34 CFR 80.36(l)(11)}:

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payment, and all other pending matters are closed.

2.33 **CLEAN AIR ACT** {34 CFR 80.36(l)(12)}:

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act {42 U.S.C. 1857(h)}, section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This applies to contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).

3. SPECIAL TERMS AND CONDITIONS

3.01 AWARD RECOMMENDATION - BEST BID

SCHOOL BOARD intends to accept the "best" bid submitted to it. The District shall consider proposals by the following method weighing "Quality", "Completion Time" and "Price"; the term "Quality" aforesaid shall be interpreted to mean the best quality meeting or exceeding the specifications listed herein, the term "Completion Time" shall provide a Lump Sum Installation in an expedited manner, the term "lowest" shall be interpreted to mean the lowest "ALL OR NONE" Total Turnkey Price for all required items. In determining which is the "best" bid received by it, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, and rebid at its discretion, (b) to waive minor informalities in any bid, (c) accept any bid or part thereof, that in its judgment, will be for the best interest of the School District of Osceola County, Florida.

SCHOOL BOARD reserves the right to assign a Construction Management Firm to oversee the entire project, including this Roofing Project since other areas and disciplines will be under construction at the same time.

3.02 ASSIGNMENT

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

3.03 PURCHASING AGENT AS REFEREE

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.04 REPRESENTATIVES OF THE PURCHASING AGENT

Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, and to suspend any work that is being improperly done, subject to the final decision of the Purchasing Agent.

3.05 ON SITE INSPECTION

An inspector may be designated by the School District of Osceola County. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

3.06 RIGHT TO TERMINATE

In the event the successful bidder violates any of the provisions of the contract, 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 such 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.

3.07 **ANNULMENT OF THE CONTRACT**

This contract, of which these specifications form an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

3.08 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE LUMP SUM must include all delivery charges to The School District's Administration Complex located at 817 Bill Beck Boulevard, Building 1000, Kissimmee, FL 34744. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building and setting it/them in place at the point designated by an authorized representative of the School District of Osceola County, Florida. No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida.

B. **DELIVERY / COMPLETION TIME**

Delivery, as specified herein, is of the essence and shall be within Seven (7) calendar days from the date on the Notice To Proceed. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

C. **DELIVERY CHARGES**

Bid price must include all delivery charges.

D. **NOTIFICATION OF DELIVERY**

The School Board Representative must be notified at least twenty-four (24) hours in advance of delivery. Please contact Sam Dower, Project Manager at (407) 518-2964 to coordinate delivery.

3.09 **DAMAGED ITEMS**

In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the vendor at no cost to the School Board.

3.10 **EXEMPT FROM THIS BID**

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

3.11 **SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the school district's project manager must be contacted prior to shipment to determine if a substitute is acceptable.

3.12 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for

resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.13 **PARTIAL PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

3.14 **PAYMENT DISCOUNTS**

A bid price submitted indicating a discount if paid within a certain number of days from the date of the invoice, will not be acceptable (for example, 2%, 10 days, net 30). All bid prices must be net and not contingent on terms. Any discount allowed must be figured in the base bid.

3.15 **BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall submit, with his bid package, the following information:

- a) Experience records showing his background and experience in similar work, including a list and brief description of similar work satisfactorily completed, with location, date of contracts, together with names and addresses of owners. {The School Board reserves the right to contact any and all customers, past or present to verify previous experience and satisfactory completion of contracts.}
- b) Satisfactory evidence of organization, financial resources, equipment, and machinery available and ready for use in the performance of this Contract.
- c) Failure to submit the above requested information may be cause for rejection of your bid. If you have previously submitted this information for similar work in response to another Invitation to Bid, please indicate so on your proposal.

3.16 **VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.17 **VENDOR EMPLOYEE REQUIREMENTS**

1. All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Contractor's employees.
2. The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
3. 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.
4. The Contractor's employees shall be required to dress neatly, commensurate with the tasks being performed.
5. All our schools are smoke free and drug free. Smoking on school grounds is prohibited.

6. The Contractor shall provide the School District's Representative(s) within ten calendar days of the start of the contract, a list of all Contractor employees assigned to work on the School Board premises. The employee list shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Similar data shall be submitted for all new hires. The Contractor shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the School District's Representative(s) immediately upon their effective date.
7. 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 in order to maintain security at the school's facility. It shall be Contractor's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
8. The Contractor shall require employees to be dressed according to the Construction Managements Jobsite requirements and/or the O.S.H.A. guidelines as follows:
 - Shirt with Sleeves
 - Long Pants
 - Work Boots
 - Hard Hat
9. The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated space within the building, on chairs in the main hallways, or outside benches. Contractor personnel can use designated areas for lunch breaks. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.
10. The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
11. The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
12. The School District's Representative(s) will determine how the Contractor will receive access to the facility.
13. If keys are provided and lost, the Contractor will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
14. When requested, the Contractor shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Contractor to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Contractor shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Contractor from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Contractor immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Contractor's employee, the Contractor will be obligated to cover the cost of the examination. If the test results indicate that the Contractor's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.

15. **CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:**
The successful Contractor(s) 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 may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
16. 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. Contractors (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
17. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, 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. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
18. The Contractor shall strictly prohibit interaction between their employees and the student(s).
19. Contractor's employees may not solicit, distribute or sell products while on School Board property.
20. Friends, visitors or family members of the Contractor's employees are not permitted in the work area.
21. The Contractor shall adhere to all of the District's security standards.

3.18 **EMPLOYEE BACKGROUND CHECK**

The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will be required to ensure that the personnel assigned to the project, do not possess criminal records that would jeopardize the safety of children or personnel. Therefore, contractors are required to fingerprint and obtain a criminal history check (includes all misdemeanors, felonies, or other criminal offenses other than non-criminal traffic violations) for each person hired by the contractor and subcontractors that will be working at any SDOC facility. Prior to the start of work the Contractor must disclose to SDOC the names of all persons found to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The School Board will notify the contractor within three (3) workdays if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards for each project awarded. The School Board reserves the right to request at random the results of the fingerprint and/or criminal history check for any person hired by the Contractor on School Board premises.

3.19 **SUBCONTRACTING**

If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

- 3.20 **SERVICE REQUIREMENTS**
The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.
- 3.21 **CONSTRUCTION FACILITIES**
Sanitary Provisions: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of their employees as may be necessary to comply with regulations of the State Board of Health. No nuisance will be permitted. Contractor's workmen shall not use existing facilities within the School Board buildings.
- 3.22 **PROTECTION OF PROPERTY**
The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.
- 3.23 **WARRANTY**
The Manufacturer shall inspect and issue a specific warranty. The successful bidder shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship for the manufacturer's specified warranty period of time from date of acceptance by the School Board. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the warranty period, the successful bidder shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board.
- 3.24 **SERVICE DURING WARRANTY PERIOD**
The bidder shall provide ready availability of parts and service to maintain all items. Bidder must provide service within 72 hours, in Osceola County during the warranty period. If the repairs cannot be made at the school or location, where the item is located, the bidder must pick-up the item, repair the item, and return the item to the location where it is being used.
- 3.25 **COMPLIANCE WITH TECHNICAL SPECIFICATIONS**
All items bid must meet specifications. Items bid, which do not meet specifications will not be considered. Bidding items that do not meet specifications may necessitate removing your name from future bid lists.
- 3.26 **COMPLIANCE WITH BID SPECIFICATIONS**
A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications listed herein. Items delivered not as specified, will not be "accepted" and will be returned to the vendor at no expense to the School District of Osceola County.
- 3.27 **REJECTED ITEMS**
Any item or items received, which do not meet the specifications will be returned at vendor's expense.
- 3.28 **EQUIVALENTS**
Bidders who propose equivalent products other than those manufacturer's specified on the bid price sheet shall submit technical specifications on the equivalent product ten (10) calendar days in advance of the bid opening. Only those products submitted for approval will be considered. THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE EQUIVALENTS.

3.29 **APPROVED EQUIVALENTS**

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE APPROVED EQUIVALENTS AND SUCH DETERMINATION SHALL BE FINAL AND BINDING UPON ALL BIDDERS.

3.30 **INSURANCE**

During the term of the Contract, the Contractor and each Subcontractor shall at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner for not less than the following amounts, or greater, required by law. Insurance coverage provided by the Contractor, listed below, shall not include or be limited by an annual aggregate.

- A. Workman's Compensation Including Occupational Disease, and Employers Liability Insurance:
 - 1. Statutory - Amount and Coverage as required by Chapter 440, Florida Statutes
 - 2. Employers Liability - \$1,000,000.00
 - 3. Applicable Federal (e.g. Longshoreman's Statutory)

- B. Comprehensive General Liability Insurance (including Premises Operations; Independent Contractor's Protective Products and Completed Operations; Broad Form Property Damage).
 - 1. Bodily Injury Liability:
 - \$1,000,000 per person
 - \$3,000,000 per incident or occurrence
 - 2. Property Damage Liability:
 - \$1,000,000 per person
 - \$3,000,000 per incident or occurrence
 - 3. Personal Injury:
 - \$1,000,000 per person
 - \$3,000,000 aggregate
 - 4. Regarding completed operations and products liability, continue coverage in force for at least one year after the completion of the work.
 - 5. Regarding property damage, include broad form property damage. Remove "X", "C", or "U" exclusions as applicable (explosion, collapse, underground property damage.)

- C. Contractual Liability Insurance.
 - 1. Bodily Injury Liability:
 - \$1,000,000 per person
 - \$3,000,000 per incident or occurrence
 - 2. Property Damage Liability:
 - \$1,000,000 per person
 - \$3,000,000 per incident or occurrence

- D. Personal Liability with Employment Exclusion Deleted:
 - 1. \$1,000,000 Annual Aggregate

- E. Comprehensive Automobile Liability Insurance including coverage for owned, non-owned and hired vehicles with limits not less than those stated below, or greater if required by law.
 - 1. Bodily Injury Liability:
 - \$1,000,000 per person
 - \$3,000,000 per incident or occurrence
 - 2. Property Damage Liability:
 - \$1,000,000 each occurrence

- F. Umbrella Excess Liability:
 - 1. \$1,000,000 over primary insurance
 - 2. \$1,000,000 retention for self insured hazards per occurrence.

3.30 **INSURANCE - Continued**

The Owner shall be co-insured with the Contractor in the Contractor's Property Insurance.

The Contractor shall purchase and maintain during the life of this Contract, complete Owner's Protective Liability Insurance in amounts specified below. Insurance shall be taken out in the name of the Owner.

G. Owner's Liability:

1. Bodily Injury
\$1,000,000 each occurrence
\$3,000,000 aggregate
2. Property Damage
\$1,000,000 each occurrence
\$3,000,000 aggregate limit
3. Personal Injury
\$1,000,000 each occurrence
\$3,000,000 general aggregate

H. Builder's Risk:

1. Property Damage equal to the project amount for each occurrence with twice the amount for the aggregate limit.

The Property insurance provided by the Contractor shall conform to the requirements hereafter set forth in this Clause.

- (a) If this Contract includes (1) construction of new above-ground buildings or structures, or (2) additions, improvements, alternations or repairs to existing above-ground buildings or structures or (3) the installation of machinery or equipment into an existing building or structure, the Contractor shall provide, in a policy acceptable to Board "all risk" (i.e., Special Form) property insurance on any such new buildings or structures, additions, improvements, alternations, repairs, machinery or equipment.
- (b) The amount of the insurance shall be no less than the estimated replacement value at the time of Final Completion of such new buildings or structures, additions, improvements, alternations, repairs, machinery or equipment.
- (c) The coverage shall not be subject to any restriction with respect to occupancy or use by the Board and, subject to thirty-(30) day's prior written notice to the Board, shall remain in full effect until Final Completion.
- (d) The Board shall be an insured on this policy.
- (e) The policy shall contain a waiver or subrogation against the Board and the Board's members, officials, officers and employees.
- (f) The maximum deductible for perils other than wind and hail shall be \$5,000 per occurrence. The maximum deductible for the perils of wind and hail shall be the greater of (1) \$50,000 or (2) two percent (2%) of the actual cash value of the covered property. The risk of loss shall remain with the Contractor until Final Completion and Contractor shall pay on behalf of the Board or the Board's officer or employee any deductible(s) applicable. If after the written request of Contractor, in the opinion of the Board's Office of Risk and Benefits Management, property insurance with the aforementioned maximum deductible may be increased. With the express prior written approval of the Office and subject to the conditions of such approval set by the Office, to an amount established by the Office.

(g) If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Board's final acceptance of such addition(s), building(s), or structure(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program. The maximum deductible applicable to the flood insurance shall be greater of (1) \$5,000 per occurrence or (2) the minimum deductible for such coverage available through the National Flood Insurance Program.

3.31 **CONTRACTOR'S PROTECTIVE LIABILITY**

The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.

3.32 **PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4495, referencing the RFP # SDOC-05-032-FPC.

3.33 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

3.34 **DURATION OF INSURANCE POLICIES**

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.

3.35 **INSURANCE REQUIRED / PERFORMANCE AND PAYMENT BOND**

Under no circumstances shall vendor start work until he has supplied to the School District of Osceola County a Certificate of Insurance and a Performance and Payment Bond.

Upon receipt of above, the School District or appointed designee will advise, in writing, when to begin work. Proof of Bonding Capacity is required with your bid packet.

3.36 **INSURANCE POLICY REVIEW**

Insurance policies shall be submitted for review to the School Board's Department of Risk Management. Said policies shall be in form and content satisfactory to the School Board's said representatives. Said policies shall also name the School Board as an additional insured party where specified herein.

3.37 **INSURANCE CARRIERS**

The carriers of the insurance herein specified shall have a rating of not less than "A:XII" from A.M. BEST & COMPANY.

3.38 **PERFORMANCE AND PAYMENT BOND (100%)**

The successful bidder shall furnish a surety bond as security for faithful performance of order(s) awarded as a result of this bid, and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Surety of such bond shall be in an amount equal to the bid. The attorney-in-fact who signs the bond must file with the bond certificate an effective dated copy of power of attorney.

In a bid where a Bid Bond and a Performance and Payment Bond are required, the District will return the Bid Bond upon receiving the Performance and Payment Bond. Under no circumstances shall the successful bidder start work until he/she has supplied to the District a Performance and Payment Bond. If successful bidder fails to supply a Performance and Payment Bond as specified in the bid, the District shall be entitled to retain the bid deposits to rectify the bidder's unacceptable performance.

3.39 **ACCEPTABLE SURETY COMPANIES**

To be acceptable to the Owner as a Surety on Performance Bond and Labor and Material Payment Bond, a Surety Company shall comply with the following provisions:

- A. The Surety Company must be authorized to do business in the State of Florida.
- B. The Surety Company shall have been in business and have a record of continuous operation for at least five (5) years.
- C. The Surety company shall have at least the following minimum ratings:

1.	REQUIRED FINANCIAL RATING	REQUIRED MINIMUM SURPLUS
<u>CONTRACT AMOUNT</u>		
0 to 500,000	BBBB+	3,750,000
500,000 to 750,000	AA	5,000,000
750,000 to 1,000,000	AA+	7,000,000
1,000,000 to 1,250,000	AAA	10,000,000
1,250,000 to 1,500,000	AAA+	12,500,000
1,500,000 to 2,000,000	AAAA	15,000,000
2,000,000 to 2,500,000	AAAA+	20,000,000
2,500,000 or more	AAAAA	25,000,000

- a. Best's Financial Ratio
 - b. Surplus - Policyholder's surplus is the sum paid in capital and surplus funds in stock companies and surplus funds as regards mutual companies.
2. Best's Policy holders rating of "A" (which signifies "excellent" based upon good underwriting, economic management, adequate reserves for undisclosed liability, net resources for unusual stock and sound investment), or an equivalent rating from the Insurance Commissioner, if not rated by Best's.
- D. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding 10% of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk, which shall have been reinsured (in which case, these minimum requirements contained herein also apply to the reinsuring carrier) in an assuming insurer authorized or approved by the Insurance Commissioner to do such business in this State, shall be deducted in determining the limitation of the risk prescribed herein before.
 - 2. In the case of a Surety Insurance Company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety for the value of any security deposited, pledged, or held subject to the consent of the Surety and for the protection of the Surety.

E. Upon award of contract, Contractor shall submit 100% Performance Bond and 100% Labor and Material Payment bond to the Owner, on standard forms of the surety.

3.40 **LIQUIDATED DAMAGES. (substantial & final)**

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School District of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which the School District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the District, as liquidated damages, the sum of \$2,000.00 for each calendar day of delay after the assigned substantial completion date of the project. If the actual completion extends beyond the time limit specified for the final completion deadline the liquidated damages shall be \$1,500.00 for each calendar day for additional time required for final completion of the work, these two (2) sums can run concurrently. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

3.41 **HOLD HARMLESS AND INDEMNIFICATION**

The Contractor agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees, and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Contractor, its officers, subcontractors, employees, and agents under any of the terms of this contract.

3.42 **TIME FOR COMPLETION OR DELIVERY**

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work no later than seven (7) calendar days after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within thirty (30) calendar days after starting work.

Bidders unable to meet this time line must submit with their bid, their best time frame for project completion. The time for project completion will be a factor in the bid evaluation.

3.43 **NON-PERFORMANCE**

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default. In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

3.44 **SUSPENSION OF THE WORK**

The School District's duly appointed Representative shall have the authority to suspend the work on account of (a) Default of the Contractor; (b) Unfavorable weather conditions; (c) Mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this Contract and the work being done by City forces adjunctive thereto; (d) or any other condition which in the judgment of the School District's Representative makes it impractical to secure first-class results. The School District of Osceola County shall not be responsible for any additional costs incurred as a result of the suspension of work.

- 3.45 **FORCE MAJEURE**
Notwithstanding anything herein to the contrary, Vendor shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including without limitation, acts of GOD, acts of war, civil disturbance, lockouts, fire, unavoidable casualties or the action of promulgation of any statute, rule, regulation or order by any federal, state or local government or judicial agency of official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Vendor), or any other event constituting force majeure under the Agreement.
- 3.46 **EQUIPMENT AND PERSONNEL**
Equipment deemed defective by the School District's duly appointed representative, shall be promptly removed from the site. Personnel employed either directly or indirectly by the Contractor that are deemed to be incompetent, inept or unfit to perform the work in the opinion of the site supervisor or his/her duly appointed representative, shall be promptly removed from the work under this contract. Failure of the Contractor to remove defective equipment or incompetent personnel may result in the annulment of this contract.
- 3.47 **POST AWARD CONFERENCE**
Within ten (10) calendar days after receipt of notification of award of bid, the successful bidder shall meet with Sam Dower, Project Manager and Pete Caporlingua, Chief Building Inspector to discuss job procedures and scheduling.
- Bidders unable to meet this time line must submit with their bid, their best time frame for post award conference. The time frame for post award conference will be a factor in the bid evaluation.
- 3.48 **OSHA**
The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply will be considered a breach of contract.
- 3.49 **ASBESTOS STATEMENT**
All material supplied to the School District of Osceola County, Florida, under this bid, must be 100 percent asbestos free. Bidder, by virtue of bidding, certifies by signing bid that if awarded any portion of this bid, will supply only material or equipment that is 100 percent asbestos free. No bid will be considered unless the vendor agrees this to.
- 3.50 **LICENSES AND PERMITS**
It shall be the responsibility of the successful bidder to obtain, at no additional cost to the School District of Osceola County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the School District's designated representative.
- 3.51 **CERTIFICATION**
Vendor must hold a certificate of competency and show proof by submission of a copy of the certificate with bid submitted as State of Florida or Osceola County Certified Contractor. Certificate must bear the name under which the vendor is bidding.
- 3.52 **CODES AND REGULATIONS**
The Contractor must strictly comply with all Federal, State and local building and safety codes.
- 3.53 **SAFETY REGULATIONS**
Equipment must meet the DOE State Regulations for Educational Facilities (SREF) and all other applicable State and Federal safety regulations for grounding of electrical equipment.

3.54 **DRAWINGS**
Drawings will be made available for viewing upon request of the bidder. Please contact A/R/C Associates, Incorporated, 601 N. Fern Creek Avenue, Suite 100, Orlando, Florida, 32803, (407) 896-7875.

3.55 **DEBRIS**
Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

3.56 **PUBLIC SAFETY AND CONVENIENCE**
In the Contractor's use of streets and highways for the work to be done under these specifications, he shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of construction, and limiting any inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the School District or its designee.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance.

There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the School District's duly appointed representative.

No road or street shall be closed to the public, except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

3.57 **BARRICADES**
The Contractor shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and Contractor shall provide for removal of all debris from the School District of Osceola County.

3.58 **PATENTS AND ROYALTIES**
The bidder, without exception shall indemnify and save harmless The School District of Osceola County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School District of Osceola County, Florida. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.59 **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, and Chapter 120, Florida Statutes.
- 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 one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$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 School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such 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 the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- 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.
- E. 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.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

4. TECHNICAL SPECIFICATIONS

A/R/C Associates, Inc.
Mr. Clifford Marity, - Project Manager
601 N. Fern Creek Avenue, Suite 100
Orlando, FL 32803-4899
Phone # (407) 896-7875
Fax # (407) 898-6043

QUESTIONNAIRE

The Vendor shall answer the following questionnaire for use in the evaluating of the proposal to determine the best qualified. The School Board shall weight (a) experience, qualifications, and reputation of each Bidder and (b) the quality of the products and of the services proposed by each bidder.

FIRM NAME: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person for Inquiries: _____

2. INSURANCE:

Insurance Company: _____

Agent Company: _____

Agent Contact: _____ Phone: _____

Worker's Compensation Modifier for the past three (3) years:

3. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities with the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

4. EXPERIENCE:

Years in business under present name: _____

Years in this area of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Average annual value of work completed (last three (3) years): _____

Trades usually self-performed: _____

Percentage (%) of work performed by own forces: _____

Licenses currently valid in force: _____

Total number of permanent staff employed includes the following:

Management:	_____	Superintendents:	_____
Engineers/Arch.:	_____	Foremen:	_____
Draftsman:	_____	Skilled Craftsmen:	_____
Project Managers:	_____	Unskilled Labor:	_____
Project Engineers:	_____	Other:	_____
Estimators:	_____		

In-house Engineering or Fabrication Capability:

Approximate Value of Equipment owned by Firm: \$ _____

(Attach list of Major Equipment)

List Four (4) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

Equipment Supported _____

PROJECT #2:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

Equipment Supported _____

PROJECT #3:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

Equipment Supported _____

PROJECT #4:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

Equipment Supported _____

List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Construction:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

5. BANK REFERENCES, CREDIT REFERENCEES:

Bank Name: _____
Address: _____
Contact Person: _____ Phone: _____

Currently Rated with Dun & Bradstreet? YES NO

If so, what is your D&B rating: _____

Has Firm: Failed to complete a contract? YES NO

Been involved in bankruptcy or reorganization? YES NO

Pending judgment claims or suits against firm? YES NO
(If answer to proceeding is YES, submit details on separated sheet.)

6. **Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?**

YES NO

If **YES** provide complete details on a separated sheet.