



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) 870-4018 • www.osceola.k12.fl.us

BID # SDOC-05-099-FPC THE PURCHASE & INSTALLATION OF ALUMINUM COVERED WALKWAYS (DISTRICT WIDE)

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/RFPs shall be submitted in a sealed envelope, clearly marked with the Bid/RFP 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/RFP, 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. After School Board Approval you may view the Tab Sheet and Award Recommendation on our website at www.osceola.k12.fl.us/depts/purchasing

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.

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) 990-0505



Board Meets First Tuesday of Each Month

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

An Equal Opportunity Agency

The School District of Osceola County, Florida
817 Bill Beck Boulevard, Kissimmee, FL 34744-4495
Main Phone: (407) 870-4600
Purchasing: (407) 870-4630 Fax (407) 870-4616 www.osceola.k12.fl.us

May 6, 2005

CALL FOR BID
BID #SDOC-05-099-FPC

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **THE PURCHASE AND INSTALLATION OF ALUMINUM COVERED WALKWAYS** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **11:00 AM on Friday, May 27, 2005**. All bids will be publicly opened 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:

- Vendor awarded the bid must provide the following to the Purchasing Department before commencement of work:
 - Performance bonds referencing Florida Statute 255.05 for the entire project amount (not required on projects less than \$50,000, but may be required on larger projects.)
 - Certificate of Insurance (regardless of dollar amount)
 - Builders Risk Insurance (if applicable, may be required on larger projects)

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 BID 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 as specified in Bid
- Bid Security as specified in the Bid
- Illustrations / Specifications
- Catalogs / Product Samples
- Manufacturer's Certificate of Warranty
- List of Subcontractors
- List of References
- Questionnaire
- 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 – Purchasing Specialist

Bid # SDOC-05-099-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 BID NUMBER:	<u>SDOC-05-099-FPC</u>
BID TITLE:	<u>The Purchase & Installation of Aluminum Covered Walkways</u>
BID TO BE OPENED ON	<u>May 27, 2005</u> AT <u>11:00</u> A.M.
BID ENCLOSED	<u> </u> "NO BID LETTER" ENCLOSED <u> </u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

Question Deadline: All questions must be received by the Question Deadline scheduled for May 19, 2005 before 12:00 PM

If necessary an Addendum will be issued May 20, 2005 before 4:00 PM to address questions received by the deadline. It is the Vendors responsibility to call (407) 870-4622 or check the District's Website at www.osceola.k12.fl.us/depts/purchasing to see if an Addendum has been issued.

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-05-099-FPC

**THE PURCHASE & INSTALLATION OF
ALUMINUM COVERED WALKWAYS**

1. SCOPE

1.01 THIS SPECIFICATION establishes the minimum requirements for **THE PURCHASE & INSTALLATION OF ALUMINUM COVERED WALKWAYS**, 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 a contract for a base period of three (3) years from the date of award of the bid during which time the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. This contract may be extended at the conclusion of the three (3) year base period for two (2) additional one (1) year periods (for a total of five (5) years) at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) calendar days written notice by the School District of Osceola County or a ninety (90) calendar day written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding.

1.03 **PRICE ADJUSTMENT**

After the first six (6) months of fixed pricing, if there has been a general increase of prices throughout the industry, confirmed by a certified letter from the vendor/contractor's source of supply, the School District reserves the right to accept an increase, negotiable through the purchasing agent.

1.04 The School District of Osceola County requests BIDS to perform the following type of work on an as needed basis:

A. Provide and install **extruded aluminum walkway covers**. Vendors are requested to provide Bid pricing for *single column and double column per square foot*. Pricing for each is to be divided into three categories:

- (1) Up to 500 square feet
- (2) 500 to 5,000 square feet
- (3) Over 5,000 square feet

B. Provide and install **laminated walkway covers**. Vendors are requested to provide Bid pricing for *single column and double column per square foot*. Pricing for each is to be divided into three categories:

- (1) Up to 500 square feet
- (2) 500 to 5,000 square feet
- (3) Over 5,000 square feet

C. Miscellaneous repair work of existing walkway covers or removing and reinstalling existing walkway covers at School District facilities. Vendors are requested to provide Bid pricing per hour for repairs and/or relocations. Bid pricing is also requested for materials based on a percentage of mark-up from cost. The School District reserves the right to audit invoices to ensure that percentage markups are per Bid, and bidder agrees to provide all necessary documentation and backup to substantiate their cost base. Labor is to be based on a flat hourly rate.

D. Special Project – Neptune Middle School Total Turnkey Pricing. Per attached drawings.

All work performed under this Bid must comply with current Florida Building Code, state and local regulations and must meet all SREF "State Requirements for Educational Facilities" requirements

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 at least seven (7) business days prior to the scheduled bid opening to: Lisa Kesecker – Purchasing Specialist, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, by fax at # (407) 870-4618 or by email at keseckel@osceola.k12.fl.us If necessary an Addendum will be issued addressing questions received by the deadline. It is the Vendors responsibility to check and see if an Addendum was issued.

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 invitation to 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.

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 **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.

2.11 **POSTING OF BID TABULATIONS**

Bid tabulations and recommended awards 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.

2.12 **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.

2.13 **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.

2.14 **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 the 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 the VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If the VENDOR violates this provision, the OWNER shall have the right (which shall be cumulative to the other rights the OWNER may have) to forthwith terminate this bid without liability and, further, the OWNER may, at its discretion, deduct from moneys then owed to the VENDOR, if any, or otherwise recover from the VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that their 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.

2.15 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of Florida Statutes (F.S. 112). 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.

2.16 **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.

2.17 **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.

2.18 **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 **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.

2.20 **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 pre-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consist 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.

2.21 **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, seven (7) business days prior to bid date, addressed to the Buyer/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 Buyer/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.

2.22 **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 contact 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.

2.23 **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: _____

2.24 **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.

2.25 **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 subgrants 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 subgrantees 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).
- 2.34 **PUBLIC RECORD**
The School District of Osceola County is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, of the Florida Statutes shall be exempt from disclosure.

3. SPECIAL TERMS AND CONDITIONS

- 3.01 **LENGTH OF CONTRACT**
Prices shall remain firm for a base period of three (3) years from the date of bid award. With the option to renew for two (2) additional one (1) year periods for a total of five (5) years. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the School District of Osceola County, the awarded vendor must provide a ninety (90) day written notice to cancel as specified herein.
- 3.02 **METHOD OF AWARD (Primary & Alternate)**
BID PRICES will be accepted and considered by the following method: All items on a “**Lot-by-Lot**” basis. The Board reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment, will be for the best interest of the School Board. The 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. The Board also reserves the right to waive all informalities.

This bid shall be awarded to a Primary and Alternate vendor by “Lots”. The primary vendor shall always be contacted first for all orders covered under their Lot. If, at any time during the contract, the Primary vendor cannot fulfill any given order, an authorized Primary vendor representative MUST immediately confirm this (verbally is acceptable) to the requesting school board representative. Each order shall be filled by the Primary vendor unless the school board is notified otherwise. If any given order cannot be filled within the time constraints by the Primary vendor as stated herein, ONLY then shall the Alternate vendor be contacted to fill the order. Regardless of which vendor fills the order, the respective prices, as bid, shall apply throughout the term of the contract.

- 3.03 **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.
- 3.04 **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.
- 3.05 **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.
- 3.06 **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.
- 3.07 **CANCELLATION CLAUSE**
The School District reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a 30 calendar day written notice from the Purchasing Department without "cause". Only notice given by the Purchasing Department is binding, no other department or District Agent may cancel this contract without cause.
- 3.08 **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.
- 3.09 **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.
- 3.10 **SILENCE OF SPECIFICATIONS**
The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.11 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: Exact delivery point will be listed on the Purchase Order. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the staging area 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 TIME**

Delivery, as specified herein, shall be within 30 calendar days from the date of the receipt of the Purchase Order. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

C. **DELIVERY AND INSTALLATION CHARGES**

Bid price must include all delivery and installation charges.

D. **NOTIFICATION OF DELIVERY**

The School Board Representative must be notified at least twenty-four (24) hours in advance of delivery and installation. The School District's Project Manager and phone number will be listed on each purchase order.

3.12 **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.

3.13 **INSTALLATION**

The successful bidder shall deliver, set in place, install and contact the SDOC Permitting Department for inspection. The bidder shall provide a qualified person, at no extra cost, to assure performance of installation. Upon completion and passing of the final inspection, the authorized representative of the School Board shall accept it.

3.14 **METHOD OF ORDERING**

Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.15 **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.

3.16 **STANDARDIZATION OF ITEMS**

Some items have been standardized by the School District of Osceola County's Construction Services Department, these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate submittals. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacturer name, model and part number you are bidding along with descriptive literature if required.

- 3.17 **SUBSTITUTES**
Unapproved substitutes will not be allowed. If items are not available, the Project Manager noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.
- 3.18 **COST DETAILS FOR PROJECTS**
The Primary Contractor will be asked to supply a quote to include project description, material list (including installation) for each construction project. This quote will be used to generate the Purchase Order and provide back-up for auditing the contract.
- 3.19 **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.
- 3.20 **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.
- 3.21 **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.
- 3.22 **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 complete and submit the attached questionnaire with his bid package. {The School Board reserves the right to contact any and all customers, past or present to verify previous experience and satisfactory completion of contracts.} 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.
- 3.23 **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.
- 3.24 **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. 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 Contractors 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:
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.

3.25 **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.

3.26 **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.

3.27 **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.

3.28 **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 is 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.

3.29 **WARRANTY**

The successful bidder shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship for a period of 2 years 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.

3.30 **SAFETY WARRANTY**

Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

3.31 **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 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.

3.32 **MAKE AND MODEL**

State the make and model you are bidding on. If the item is other than specified, enclose literature giving complete specifications of the item being bid.

3.33 **INSURANCE**

The awarded Contractor shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

Minimum requirements the vendor must meet are as follows:

- Commercial general liability insurance - minimum of \$ 1,000,000.00 aggregate
- Certificate of workers compensation for all employees – Statutory Products Liability in the amount of \$1 million per occurrence
- Proof of automobile liability – minimum of \$100,000/300,000.
- Public liability and Property damage liability insurance - minimum of \$ 1,000,000.00 aggregate

A certificate of insurance indicating that the contractor has coverage in accordance with the requirements herein set forth shall be furnished by the contractor to Lisa Kesecker, CPPB, FCPA

- Purchasing Specialist within thirty (30) days from the execution of the contract and annually upon renewal thereafter. The Contractor shall either cover any sub-contractors on their policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Contractor agrees that the School District will make no payment pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the Purchasing Specialist. Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the District. This certificate shall be dated and show:

- A. The name of the insured contractor, the continuing service contract number #SDOC-05-099-FPC, name of the insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. 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.
- D. The School District shall be named as an additional insured on the General Liability Insurance.

3.34 **LOSS DEDUCTIBLE CLAUSE**

The School District shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-consultant providing such insurance.

3.35 **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.

3.36 **LIQUIDATED DAMAGES**

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the 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 in the contract or any extensions thereof, 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 \$100.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

3.37 **NO DAMAGES FOR DELAY**

Contractor is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Contractor's only remedy for delay not caused or exacerbated by the Contractor shall be an extension of time to complete the Contractor's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

3.38 **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Vendor shall assume full responsibility for and shall indemnify the School Board for any and all loss or damage of whatsoever kind and nature to all School Board property which in his custody for service under this agreement resulting in whole or part from the negligent act or omission of the Vendor, and subcontractor, or employee, agent or representative of the Vendor.

3.39 **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.

3.40 **CANCELLATION OF CONTRACT**

The School Board and the Contractor may cancel this contract without cause at any time during the contract period by providing the other party with written notice as stated herein;

- The Contractor must give a ninety (90) calendar day written notice to the School District
- The District must give the Contractor at least thirty (30) calendar day written notice.

Cancellation of the contract will not relieve the contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., which are required and have not been received).

Cancellation of the contract will not relieve the contractor of any obligations or liabilities resulting from any acts committed by the contractor prior to the termination of the contract. Failure to provide proper notice to the District may result in the contractor being bared from future business with the District.

3.41 **UNSATISFACTORY WORK**

The contractor shall correct any unsatisfactory work (unseen during initial inspection) within 24 HOURS of notification by the School Board. If unsatisfactory work is not corrected within 24 hours the District shall have the right (which shall be cumulative to the other rights the District may have) to forthwith terminate this contract without liability and further, the District may, at its discretion, deduct from moneys owed to the contractor, if any, or otherwise recover from the contractor the full amount of such fee, commission, percentage, gift or consideration.

3.42 **FAILURE OF PERFORMANCE AND/OR DELIVERY**

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, he shall recompense the School District of Osceola County, Florida, for any damages to the said Board caused by his failure to perform as stated.

3.43 **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.

3.44 **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.

3.45 **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.

3.46 **SAFETY**

The contractor shall take all necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The contractor shall indemnify and hold harmless the School District from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the District because of the contractor, sub-contractor, or supplier's failure to comply with the regulations.

3.47 **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.

3.48 **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Bidder certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

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 this is agreed to by the vendor.

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 **CODES AND REGULATIONS**

The Contractor must strictly comply with all Federal, State and local building and safety codes.

3.52 **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.

3.53 **DEBRIS**

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

3.54 **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.

3.55 **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

4.01 ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or model/stock number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the School District of Osceola County and such determination shall be final and binding upon all bidders.

Although the School District of Osceola County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the District, which award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on attached sheets and itemized by number. Any items or item that does not meet the District's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the District for the difference in price entailed in going to the next low bidder.

LAMINATED ALUMINUM COVERED WALKWAYS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Laminated Aluminum Walkway Covers

1.02 RELATED WORK

- A. All specifications, drawings, addendum and general provisions of Contract will apply to this work.

1.03 DELIVERY, STORAGE AND PROTECTION

- A. Product will be delivered, stored and protected in such a manner as to keep it in factory condition until installation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Structall Building Systems or equal
(Basis of Design for Neptune Middle School Project)

2.02 ACCESSORIES

- A. Provide all accessories, fasteners, flashings and other items as necessary for complete installation.

2.03 MATERIALS

- A. Insulated roof panels as manufactured by Structall Building Systems, Oldsmar, FL or equal.
- B. Panels shall have *Snap-N-Lock* locking systems, Expanded polystyrene foam shall be 1.0 pound nominal density.
- C. Metal skin shall be aluminum alloy 3105 with factory applied baked on polyester self-cleaning enamel and stucco embossed finish.
- D. Panel shall be approved by Underwriters Laboratory 15 fire rating when used as roof.
- E. Installation per engineered standards as prescribed by a registered Florida engineer to meet local building codes.
- F. Columns 4" x 4" .125 columns with rounded corners using Aluminum Alloy 6063 T-6.
- G. Self-Mating Beams 2 x 4 {0.036" x 0.100} or 2" x 6" {0.050" x 0.120"} depending on spans.

2.04 FINISHES

- A. Fascia - Color to match existing preformed metal roof panels. See each school for matching color.
- B. Structural member finish: Standard Finish, of satin anodized 204-R1 meeting Aluminum Association Specification AA-M-10C-22A-21.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify field conditions are acceptable and ready to receive work.
- B. Verify items by other Sections are properly sized and located.
- C. Beginning of installation means installer accepts existing conditions.

3.02 INSTALLATION

- A. Installation shall be in accordance with manufacturer's recommendations.
- B. All columns shall be set true and plumb.
- C. All fascia cuts shall be accurately made and tightly fit.

EXTRUDED ALUMINUM COVERED WALKWAYS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Extruded Aluminum Covered Walkways

1.02 RELATED WORK

- A. All specifications, drawings, addenda and general provisions of this contract apply to this work.

1.03 SUBMITTALS

- A. Submit product data

1.04 DELIVERY, STORAGE AND PROTECTION

- A. Protect will be delivered, stored and protected in such a manner as to keep it in factory condition until installation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Structall Building Systems, Groveland, FL.
- B. E.L. Burns Company, Inc., Shreveport, LA.
- C. NU-Vent, Inc., Houma, LA.
- D. Custom Architectural Metals.
- E. American Aluminum Products.
- F. Vulcan Metal Products, Inc.
- G. Texas Aluminum Industries, Inc.
- H. Substitutions: Must be approved by Construction Services prior to bidding.

2.02 ACCESSORIES

- A. Provide all accessories, fasteners, flashings and other items as necessary for complete installation.

2.03 MATERIALS

- A. Standard set by Structall Building Systems.
- B. All sections shall be extruded aluminum 6063 alloy heat treated to a T-6 temper.
- C. Structural design shall be sealed by manufacturer's Florida Registered Engineer. Design for wind load of 110 mph per ANSI A58.1, 1982 ed., exposure "C" with importance factor of 1.11 = 120 mph and 35 psi live load. Color by Architect.
- D. Fastenings:
 - (1) Deck screws (do not use rivets): Type 18-8 stainless steel, sealed with neoprene "O" ring beneath conical washers.

- (2) Fascia Rivets: Size 3/16" by 1/2" grip range, aluminum rivets, with aluminum mandrel.
- (3) Bolts: Stainless Steel, 18-8, of 3/8" or 1/2" size as necessary for structural requirements.
- (4) Roof Deck: Of above material, extruded, self-flashing deck sections with interlock into a composite unit spanning double bays (where possible).
- E. Fascia shall be secured to the roof deck directly to the deck at the bottom of the fascia, and by 0.080 inch thick by 1" wide aluminum tie-back straps spaced at 4'-0" c.c. (one rivet spaced at each end of strap).
- F. Water flow shall be designed to be directed from deck to beams and columns, as indicated on the Drawings for discharge out "weepholes" at ground level, Do not use strainers.
- G. Structure shall be capable of sustaining concentrated load such as being walked upon.

2.04 FINISHES

- A. Fascia – Color to match existing preformed metal roof panels. See each school for matching color.
- B. Structural member finish: Standard finish, of satin anodized 204-R1 meeting Aluminum Association Specification AA-M-10C-22A-21.

2.05 FABRICATIONS

- A. Mechanical joints shall be of stainless steel bolts with a minimum of two (2) bolts per fastening (bolts and nuts shall be installed in a concealed manner utilizing 1/2" thick by 1-1/2" aluminum bolt bars welded to members).
- B. Apply a shop applied dip-coat of clear acrylic enamel at each column end to terminate in concrete to insulate from electrolytic reaction.

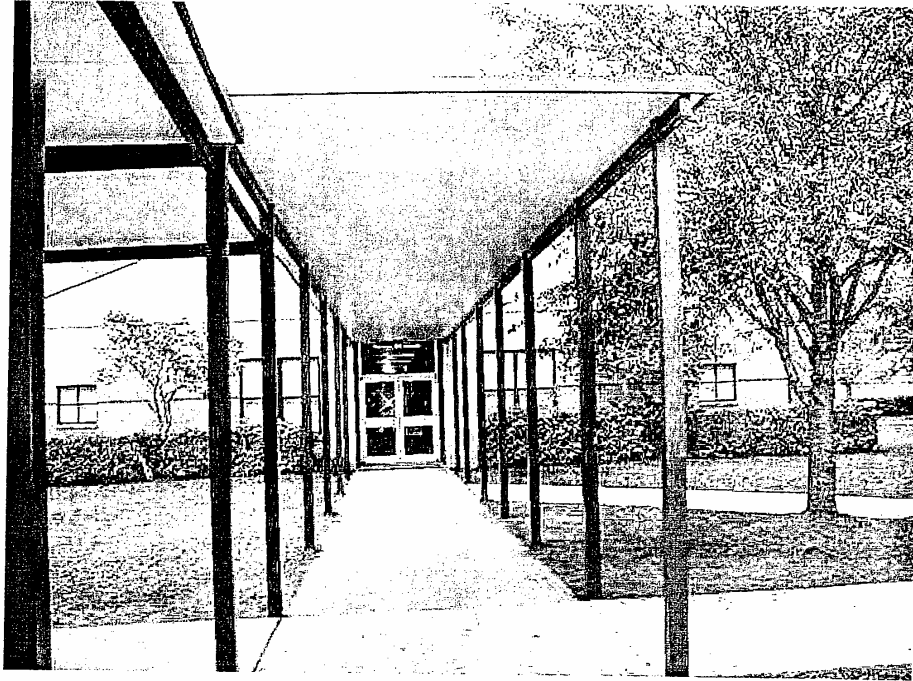
PART 3 - EXECUTION

3.01 EXAMINATION

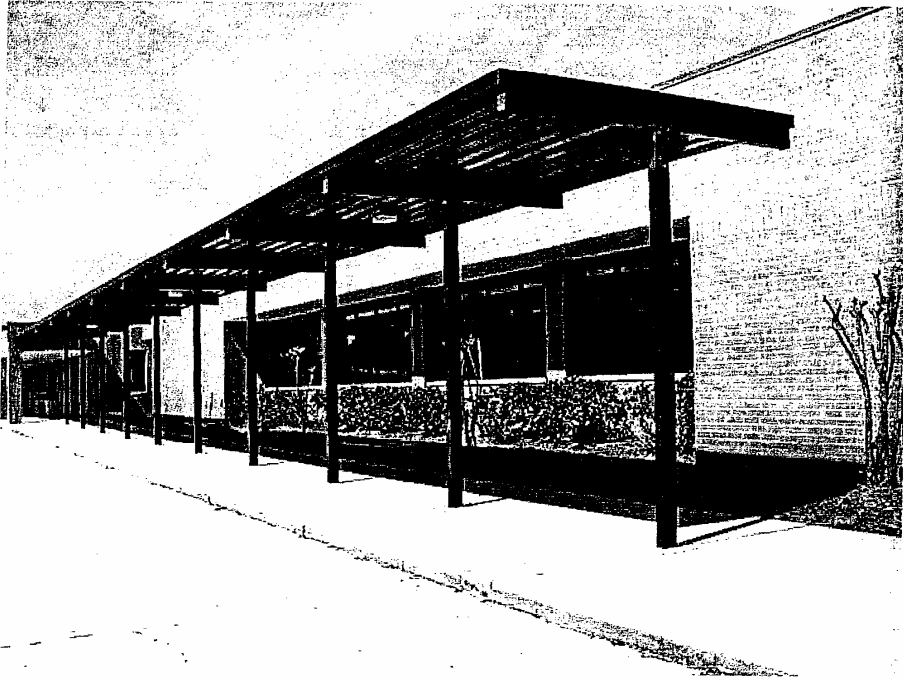
- A. Verify field conditions are acceptable and ready to receive work.
- B. Verify items by other Sections are properly sized and located.
- C. Beginning of installation means installer accepts existing conditions.

3.02 INSTALLATION

- A. Installation shall be in accordance with manufacturer's recommendations.
- B. Field measurements are required for proper sizing.
- C. All columns shall be set true and plumb. All bents shall be set true and level. Elevations of top bents shall be as designated on the drawings (as may be otherwise required) to provide the required deck slope.
- D. All fascia cuts shall be accurately made and tightly fit.



EXAMPLE OF LAMINATED WALKWAY COVER



EXAMPLE OF EXTRUDED ALUMINUM WALKWAY COVER

THE PURCHASE & INSTALLATION OF ALUMINUM COVERED WALKWAYS (DISTRICT WIDE)

PRICE SHEET

Item	Description	Single Column	Double Column
Lot 1 Provide and Install <i>Laminated</i> Walkway Covers			
1.1	Up to 500 square feet	\$ _____ /sq. ft.	\$ _____ /sq. ft.
1.2	From 500 to 5,000 square feet	\$ _____ /sq. ft.	\$ _____ /sq. ft.
1.3	Over 5,000 square feet	\$ _____ /sq. ft.	\$ _____ /sq. ft.
Lot 2 Provide and Install <i>Extruded</i> Walkway Covers			
2.1	Up to 500 square feet	\$ _____ /sq. ft.	\$ _____ /sq. ft.
2.2	From 500 to 5,000 square feet	\$ _____ /sq. ft.	\$ _____ /sq. ft.
2.3	Over 5,000 square feet	\$ _____ /sq. ft.	\$ _____ /sq. ft.
Lot 3 Miscellaneous Repair and/or Relocation work for Laminated Walkway Covers:			
3.1	Materials - percentage of markup from cost	_____ %	
3.2	Labor - Flat Hourly Rate	_____ /Hour	
Lot 4 Miscellaneous Repair and/or Relocation work for Extruded Walkway Covers:			
4.1	Materials - percentage of markup from cost	_____ %	
4.2	Labor - Flat Hourly Rate	_____ /Hour	
Lot 5 Special Project for Neptune Middle School			
5.1	Total Turnkey Price Per attached drawings.		\$ _____
5.2	Guaranteed Completion Date After Receipt of Purchase Order and/or Notice To Proceed.		_____ Calendar Days

AWARD on a "Lot-by-Lot" Basis

As this is a "Lot-by-Lot" type bid, bidders must submit bid prices on all items in the Lot to be considered for that Lot. Failure to do so will result in your bid not being considered.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

COMPANY NAME (Print)

DATE

AUTHORIZED SIGNATURE

PHONE NUMBER

PRINT NAME

FAX NUMBER

TITLE

EMAIL ADDRESS

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.)

7. **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.