



Submittal Due Date: Thursday, November 29, 2007	Submittal Due Time: 2:00 P.M.
Submit Responses To: School District of Osceola County, Florida Purchasing Department 817 Bill Beck Boulevard, Building 2000 Kissimmee, FL 34744	Purchasing Representative: Cheryl M. Jessee (407) 870-4627 Office • Fax (407) 870-4616 E-mail: jesseec@osceola.k12.fl.us www.osceola.k12.fl.us/depts/purchasing

BID # SDOC-08-B-043 CJ Ready Mix Concrete
--

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids to furnish Ready Mix Concrete for the School District of Osceola County, Florida.

Bids will be received at the School District of Osceola County’s Purchasing Department located at 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744, **until 2:00 PM on Thursday, November 29, 2007.** Submittals received after this deadline **will not** be considered for award.

Cut out the Label below and attach it to your envelope/package

* DO NOT OPEN * SEALED BID * DO NOT OPEN *	
SEALED PROPOSAL NUMBER:	_____
PROPOSAL TITLE:	_____
PROPOSAL DUE ON	_____ AT _____ P.M.
PROPOSAL ENCLOSED	_____ “NO PROPOSAL LETTER” ENCLOSED _____
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

INVITATION TO BID REQUIRED RESPONSE FORM

TITLE: **READY MIX CONCRETE BID # SDOC 08-B-043 CJ**

Anti-Collusion Statement/Public Domain

I, the undersigned bidder, have not divulged, discussed, or compared this proposal with any other bidders and have not colluded with any other bidder in the preparation of this bid in order to gain an unfair advantage in the award of this bid.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Submittal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this BID this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this bid, and all attachments and the contents of any addendum released hereto.

BIDDER (Contractor Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

BIDDER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

Ready Mix Concrete
SDOC 08-B-043 CJ

Bid Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

STATEMENT OF NO BID

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

Attn: Cheryl Jessee, Senior Buyer

Bid # _____

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 _____

DRUG FREE WORKPLACE CERTIFICATION FORM
FOR BID #SDOC 08-B-043 CJ READY MIX CONCRETE

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 08-B-042 CJ
READY MIX CONCRETE

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

OCTOBER 31, 2007

**INVITATION TO BID
BID #SDOC-08-B-043-CJ**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **READY MIX CONCRETE** at the Purchasing Department, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 PM on Thursday, November 29, 2007**. All bids will be publicly opened in the Purchasing Department at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

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.

Certificate of Debarment

Drug Free Workplace Certification

Insurance Documentation as specified in Bid

Documentation of 3 years experience

List of Three (3) References

Additional Submittals specific to this bid may also be required. See Bid for details.

1. SCOPE

1.01 THIS SPECIFICATION establishes the minimum requirements for **READY MIX CONCRETE**, 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(s) shall guarantee firm prices for the item(s) awarded to him as specified in this bid. This contract may be renewed at the conclusion of the three (3) year base period for one (1) additional two (2) year period 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 day 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 year 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 **GENERAL INFORMATION ABOUT THE DISTRICT**

The School Board was created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The School Board is an independent taxing and reporting entity, controlled, operated, and administered by District in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent is responsible for the administration and management of the schools and the departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

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, 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. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The official clock for receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the Purchasing Department. Bids will be opened in the Purchasing Office after the deadline for receiving bids. Any Bid received in Purchasing after the deadline, will be date and time stamped but will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified date and time. 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: Cheryl M. Jessee – Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, by fax at # (407) 870-4616 or by email at jesseec@osceola.k12.fl.us

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.

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 or may be viewed on the Districts Web Site www.osceola.k12.fl.us.depts/purchasing. 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 bidder, 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 BIDDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If the BIDDER violates this provision, the SCHOOL BOARD shall have the right (which shall be cumulative to the other rights the SCHOOL BOARD may have) to forthwith terminate this bid without liability and, further, the SCHOOL BOARD may, at its discretion, deduct from moneys then owed to the BIDDER, if any, or otherwise recover from the BIDDER 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 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.

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.

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. 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: An "ALL OR NONE" Bid for the entire quantity of items. 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 Board also reserves the right to waive all informalities.

This bid shall be awarded to a Primary and Alternate vendor. The primary vendor shall always be contacted first for all orders covered under this bid. 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 LOWEST AND BEST BID

SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" aforesaid shall be interpreted to mean the lowest "ALL OR NONE" Total Net Bid Price for all required items. In determining which is the "lowest" and "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.

3.04 CONTRACT RENEWAL

The School Board reserves the right to renew this contract or any portion thereof, for up to one (1) additional two (2) year period, upon mutual agreement, in writing.

3.05 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.

3.06 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.

3.07 **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.

3.08 **CANCELLATION CLAUSE**

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

3.09 **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.

3.10 **DELIVERY TERMS**

A. **DELIVERY POINT**

Prices bid shall be FOB destination to various School District locations throughout Osceola County and shall include all costs incurred in the performance of work specified herein. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice.

B. **DELIVERY TIME**

Deliveries of all materials shall be made within twenty-four (24) hours after receipt of purchase order unless other arrangements are made with the School District. All Deliveries are to be made prior to 10:00 A.M..

3.11 **MINIMUM ORDERS**

If a vendor wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Price Sheet. Failure to specify will be considered no minimum dollar amount.

3.12 **QUANTITIES**

The estimated quantities that could be purchased during the first twelve (12) months are shown on the Bid Price Sheet. Please note that this is an estimate only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.13 **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.

3.14 **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.

3.15 **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.**

3.16 **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.

3.17 **BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and have maintained continual work experience in the furnishing and delivering of Ready Mix Concrete for a minimum of three (3) years prior to the bid date will be considered. Bidder must submit written document with bid or within three (3) days upon request. The Bidder shall be in sound financial position and qualified to perform the work. The Bidder must submit with bid a minimum of three (3) references or within three (3) days upon request. In order to facilitate prompt award of the Contract, the Bidder may be requested to provide further documentation.

3.18 **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.

3.19 **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.

BID #SDOC 08-B-042 CJ
READY MIX CONCRETE

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 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.
9. 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.
10. 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.
11. The School District's Representative(s) will determine how the Contractor will receive access to the facility.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. The Contractor shall strictly prohibit interaction between their employees and the student(s).
18. Contractor's employees may not solicit, distribute or sell products while on School Board property.
19. Friends, visitors or family members of the Contractor's employees are not permitted in the work area.
20. The Contractor shall adhere to all of the District's security standards.

3.20 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, as modified, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by

BID #SDOC 08-B-042 CJ
READY MIX CONCRETE

the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
 - b. Social Security Number

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.21 **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.

3.22 **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 **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.

3.24 **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.

3.25 **INSURANCE**

The awarded Contractor (including any subcontractors) shall maintain during the life of the contract, the following requirements. Certificates verifying this information will be required with bid submittal. Any bidders not meeting these requirements will be disqualified. Additionally, upon award of contract the successful vendor must show proof that the School District of Osceola County, FL, has been added to the vendor's current insurance policy as additionally insured.

Minimum requirements the vendor must meet are as follows:

Certificate of general liability insurance - minimum of \$1,000,000

Certificate of workers compensation for all employees

Proof of automobile liability

3.26 **COMPENSATION INSURANCE**

The Contractor shall maintain during the life of this Contract, Workmen's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

3.27 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

3.28 **PUBLIC LIABILITY INSURANCE**

Insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of all accidents.

3.29 **PROPERTY DAMAGE INSURANCE**

In an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for damages on account of any one accident, and in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Five Hundred Thousand Dollars (\$500,000.00). The limits specified herein are minimum limits.

3.30 **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.

3.31 **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 calendar days to present or file any claims against the School District concerning this contract. After that period, the School District will consider the contractor to have waived any right to claims against the District concerning this agreement.

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.

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 **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.

3.35 **INDEMNIFICATION AND HOLD HARMLESS**

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

3.36 **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.

3.37 **TERMINATION / 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 and the District must give the Contractor at least thirty (30) calendar day written notice to cancel prior to the contracts annual Board Approval and/or renewal date.

Termination or 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).

Termination or 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.

3.38 **TERMINATION FOR DEFAULT**

In the event the successful bidder violates any of the provisions of the contract, The District's Representative shall notify the contractor, in writing of deficiencies or default in the performance of its duties under the contract and 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.

If the contractor has repeated (three or more) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein the District may constitute cause for termination for default. It shall be at the District's discretion whether to exercise the right to terminate. The contractor shall not be found in default for events arising due to acts of God (see Force Majeure)

3.39 **TERMINATION FOR DISTRICT'S CONVENIENCE**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the District representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to the contractor. Contractor shall be obligated to continue performance of contracted services, in accordance with this contract, finishing all open projects prior to the termination date, and shall have no further obligation to perform services after the termination date.

3.40 **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, County or State 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.

3.41 **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.

3.42 **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.

3.43 **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.

3.44 **OCCUPATIONAL LICNSE:**

By submitting a bid, each bidder certifies that they possess a current occupational license issued by the Osceola County Licensing Board. A photocopy of this certificate must be submitted with your bid response or within three (3) days upon the Districts request.

3.45 **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.

3.46 **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 SCHOOL BOARD and the SCHOOL BOARD 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 SCHOOL BOARD the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by the SCHOOL BOARD.

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 **DEVIATIONS**

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 item(s) that does not meet the District's specifications upon delivery will not be accepted and if the item(s) 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.

4.02 **SPECIFICATIONS**

- All ready mix concrete shall conform to all local, county, state and federal codes and ASTM standards where applicable.
- Conform to ACI 301, 302, 305
- Conform to ASTM C38 Concrete Aggregate, ASTM C94 Ready Mix Concrete, ASTM C150 Portland Cement, ASTM C171 Curing, ASTM C260 Air Entraining and ASTM C494 Chemical Admixtures
- Conform to ASTM C-116 type III 413 and ASTM C-1116 Performance Level I and Residual Strength.
- The School Board reserves the right to have an independent testing laboratory visit any site during the course of the project and take quality control samples to ensure concrete meets specifications. The results of these tests shall remain the property of the School Board and become part of the permanent record of that installation.

BID #SDOC 08-B-042 CJ
 READY MIX CONCRETE

PRICE SHEET

Item No.	Description	Est. Qty.	Unit Price	Total Price
1	3000 PSI Ready Mixed Concrete	775/cu. yards	\$_____/cu. yard	\$_____
2	3000 PSI Ready Mixed Concrete with Chatt mix	5/cu. yards	\$_____/cu. yard	\$_____
3	Fiber Mesh, commercial fibers	775/cu. yards	\$_____/cu. yard	\$_____
4	Fuel Surcharge (if applicable)	100/loads	\$_____/load	\$_____
5	Environmental Fee (if applicable)	100/loads	\$_____/load	\$_____
6	Light Load Charge (if applicable, for loads less than 5 cu. Yards/order)	2/loads	\$_____/load	\$_____
7	Total Net Bid Price \$_____			
8	Minimum dollar amount, if any.			\$_____
9	Delivery shall be within 24 hours of receipt of purchase order, if unable to meet time frame please specify delivery time _____ hours			
10	List any exceptions to the bid _____ _____			

ALL OR NONE: Unit prices must be shown and extended for each individual item and sum of the extended prices must equal the total "ALL OR NONE" net bid price.

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