



**SCHOOL BOARD OF CLAY COUNTY  
INVITATION TO BID  
BIDDER ACKNOWLEDGMENT**

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY  
814 WALNUT STREET  
GREEN COVE SPRINGS, FLORIDA 32043  
ATTN: PURCHASING DEPARTMENT  
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 20 SHALL BE RECEIVED AT THE OFFICE OF THE PURCHASING DEPARTMENT UNTIL 2:00 P.M., NOVEMBER 18, 2015 AND MAY NOT BE WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.

AGENCY MAILING DATE: OCTOBER 26, 2015

BID TITLE: COVERED WALKWAYS COUNTY-WIDE BID #16-F-220

\*\*\*\*\*

VENDOR NAME & ADDRESS:

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE (MANUAL): \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE (TYPED): \_\_\_\_\_

SEALED BID: **All** bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**NO BID-** I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:

1. Insufficient time to respond	6. Could not meet Insurance requirements
2. Specifications were unclear or restrictive	7. We do not offer the product or service requested
3. Could not meet bonding requirements	8. Remove our company name from this bid
4. Our schedule shall not permit us to respond	9. Keep our company on the bid list for future bids
5. Could not meet specifications	10. Other _____

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

**GENERAL CONDITIONS**

**COMPETITIVE SOLICITATION:** For the purpose of this document “competitive solicitation” means the process of requesting and receiving sealed bids, proposals, or replies, regardless of the method of procurement. The terms sealed bid, proposal, or reply may be used interchangeably throughout this document.

**EXECUTION OF BID:** Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida (“School Board”) and enter information only in the spaces where a response is requested. Failure to do so may cause bid to be rejected. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bid shall contain a manual signature of an authorized representative in the space provided. Bid shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to their bid prices shall be initialed. An officer or employee having authority to legally bind the company or firm shall sign the bid in ink and the company name should appear on each page of the bid. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms and conditions herein.

**NO BID:** If not submitting a bid, respond by returning only the bidder acknowledgement form, marking it “NO BID”, and explain the reason in the space provided. Failure to respond without justification shall be cause for removal of the supplier’s name from the bid mailing list. NOTE: To qualify as a respondent, bidder shall submit a “NO BID”, and it shall be received no later than the stated bid opening date and hour.

**BID OPENING:** All bids shall be received no later than the date and time specified on the document. It is the bidder’s responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. NOTE: Bid tabulations shall be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations may not be provided by telephone.

**QUANTITIES SPECIFIED:** The School Board reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid.

**PRICES, TERMS AND PAYMENT:** Prices bid shall be firm and include all packing, handling, shipping charges and delivery to any point within the School District. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the School Board Administration Offices, whichever is later.

**TAXES:** The School Board is exempt from paying Federal Excise or Sales taxes. See exemption number on face of purchase order. A tax-exempt certificate is available upon request.

**MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so shall be at bidder’s risk. In case of mistake in extension, the unit price shall govern.

**SAFETY STANDARDS:** Unless otherwise stipulated in the bid, the bidder certifies that all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards hereunder. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder.

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

**RIGHT TO KNOW:** The Manufacturer, Importer or Distributor of a toxic substance shall provide all Material Safety Data Sheets with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

**CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**DELIVERY:** All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The School Board shall not accept collect freight charges. Time of delivery is an important consideration for the School Board in making the award. The School Board reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense.

**INVOICING AND PAYMENT:** Contractor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the School Board at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Local Government Prompt Payment Act. An original invoice referencing a School Board purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

**MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on the bid form. Bidder shall submit cuts, sketches and descriptive literature and/or complete specifications with their bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The School Board reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the School Board unless evidenced by a Change Notice issued and signed by authorized School Board representative.

**AWARDS:** The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of the School Board may require. When it is determined there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any School Board site or to any School Board employee prior to receiving a purchase order issued by the School Boards Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The School Board is not obligated to pay invoices for the provision of goods or services for which the School Boards Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the School Board.

**TIED BID:** In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the

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

ties bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Director of Purchasing who shall designate the calling of heads or tails.

**SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the School Board with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample shall be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and shall be received within thirty (30) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by a School Board representative.

**NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor.

Any violation of these stipulations may also result in:

- a) Supplier's name being removed from the School Board vendor mailing list;  
And/or
- b) All schools and departments being advised not to do business with the supplier without written approval from the Purchasing Department until such time as the supplier reimburses the School Board for all re-procurement costs and advises the Purchasing Department of corrective action taken to preclude recurrence of such failure to perform.

**INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance shall be at final destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the School Board, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims the School Board shall:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and/or Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

**FACILITIES:** The School Board reserves the right to inspect the bidder's facilities at any time with prior notice.

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

**DISPUTES:** Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten days working days following the filing of Notice of Protest. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes.

Bid Tabulation / Recommendation of Award shall be posted online at <http://www.oneclay.net/purchasing.html> with the hard copy posted at 900 Walnut Street in Green Cove Springs, Florida on the 1<sup>st</sup> floor after the intended recommendation is announced on or about **November 20, 2015**. This tabulation shall remain posted for a minimum period of 96 hours.

**CANCELLATION/TERMINATION:** In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the School Board as per specifications, the Director of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the School Board for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the School Board the right to cancel this contract, but failure by the School Board to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The School Board may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the School Board damages resulting from said cancellation.

**GOVERNING LAWS AND VENUE:** This Bid and all transactions contemplated by this Bid shall be governed by, and construed and enforced in accordance with the laws of the State of Florida and venue shall be in the state court located in Clay County, Florida without regard to principles of conflicts of laws.

**CONFIDENTIALITY:** Bidders should be aware that all submittals provided with this bid are subject to public disclosure and shall not be afforded confidentiality with the exception of financial statements.

**USE OF OTHER CONTRACTS:** The School Board reserves the right to utilized other district contracts, State of Florida Contracts, contracts of any other public entity in the State of Florida or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest of the School Board. Not all items cataloged by the successful bidder shall be purchased under the ensuing contract. Some products/services purchased may be made from other sources as required by law or regulation For example, purchases from State Contract Vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the issuing office of this ITB.

**LOBBY:** Bidders are hereby advised that they shall not lobby with any School District personnel or School Board Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

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

**ETHICS:** All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

**CONFLICT OF INTEREST:** All Proposers shall disclose the name of any officer, director, or agent who is an employee of the District. All Proposers shall disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches. By the submission of a proposal, each respondent attests to the following:

**JESSICA LUNSFORD ACT:** In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a School Board fingerprinting clearance card prior to entry upon School Board property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board. To obtain information on when and how to obtain fingerprinting log on to the School Board web site at <http://www.oneclay.net/purchasing.html> click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 529-4909.

**BIDDER'S EMPLOYEE RESPONSIBILITY:** All employees of the successful bidder shall be considered to be at all times the sole employees of the Contractor under their sole direction and not employees or agents of the School Board. Bidders shall supply competent employees:

- The School Board, as determined by a Principal or School Board Representative, may require the bidder to remove an employee it deems to be careless, incompetent, insubordinate or who uses foul or abusive language presents an offensive appearance or is otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board.
- When applicable, bidder and all their employees are required to sign in and out at the main office or other designated places upon arrival and departure of job site. All subcontractors are also required to follow this procedure and the bidder is responsible for insuring compliance. Bidder's employees and subcontractors shall be identified (i.e. company shirt with logo, company ID badge, etc).
- Radios or other audio items are not to be used on School Board property.
- Smoking is prohibited on School Board property.

**GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The School Board reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the School Board.

**PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5):** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

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

**PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period due to market changes shall be passed on to the School Board. This shall also apply to all in-place equipment on a rent or lease plan.

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

**EXTENSION:** The School Board reserves the option to extend the period of this contract, or any portion thereof, for additional contract periods. Extension of the contract periods shall be by mutual agreement in writing.

**LIABILITY:** The supplier shall hold and save the School Board, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

**FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

**ACCESS TO RECORDS:** (34 CFR 80.36 (i)(10)): All vendors, contracts and subcontractors shall give access to the School Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

**RECORDS RETENTION:** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this bid/contract for three (3) years after the School Board makes final payments and all other pending matters are closed.

**CLEAR AIR ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (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). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

**ENERGY EFFICIENCY** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

**EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall 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). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

**COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

**DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall 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 \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

**CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall 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). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN:** By submitting a bid any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

**INDEMNIFICATION:** Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School’s or School Board’s liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School’s or School Board’s sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney’s fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor’s employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers’ compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

---

Authorized Representative of the School Board of Clay County

\_\_\_\_\_

Date

\_\_\_\_\_

Effective



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

**THE ATTACHED MANDATED FORMS MUST BE COMPLETED AND SIGNED  
BEFORE THIS BID SHALL BE CONSIDERED FOR AWARD:**

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS 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 A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE 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 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.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

\_\_\_\_\_ %

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

**CERTIFICATION REGARDING NON-DISCRIMINATING**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

---

**AUTHORIZED SIGNATURE OF VENDOR**

**DATE**

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

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF VENDOR

\_\_\_\_\_  
DATE

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

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110.

1. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:

**A.** ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

**B.** HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

**C.** ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.

**D.** HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

2. WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF BIDDER \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which 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 procedure for processing tie bids shall be followed if none of the tied vendors 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 what shall be taken against employee 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 the 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 the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 that 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.

COMPANY NAME \_\_\_\_\_

VENDOR'S SIGNATURE \_\_\_\_\_

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

**COVERED WALKWAYS COUNTY-WIDE**

**BID #16-F-220**

**SPECIAL CONDITIONS**

It is the intent of this bid to establish a **three (3) year contract** for the purchase, delivery and installation of **“COVERED WALKWAYS COUNTY-WIDE**, as needed, for the various schools and departments located within the Clay County School District for a period of **December 18, 2015 through December 20, 2018**. The School Board reserves the right to renew this bid for two additional one year periods upon mutual agreement, in writing.

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL ITEM PRICING and submit on the Bid Specifications/Bid Tender Form. Bid shall be awarded to the lowest, most responsive qualified bidder meeting specifications and shall be based on the TOTAL COMBINED PRICE FOR ITEMS 1-A, 1-B, 2-A, 2-B. However, all item pricing shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection.

Vendors responding to this bid must have successfully completed the School Board process for “Pre-Qualification of Contractors”. To obtain pre-qualification instructions log on to the School Board web site at [www.oneclay.net](http://www.oneclay.net) click on “Contractor Documents and Information” and follow the instructions in each tab located under Contractor Pre-Qualification Information or contact Donna Micham at (904) 529-2600. The successful bidder shall be required to maintain and have on file with the School Board current insurance certificates supplied by the vendor’s agent and a copy of the vendor’s license(s) as required by the Pre-Qualification package throughout the initial contract period and any contract renewal periods.

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$250,000.00 a year, excluding renewal options. This is only an estimate and actual volume could vary up or down. The School Board shall not be held responsible if actual purchases are less than this amount. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract without affecting the bid pricing and terms.

Pre-award inspection of the contractor’s facilities may be made prior to award of contract. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid, have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded contract under the terms and conditions herein stated. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by proper authorities of the School Board.

A list of similar work may be required from the three apparent low bidders. The name, address and a contact person when work was performed shall be provided and this list shall be made available to the School Board Purchasing Department within 24 hours after it is requested.

The contract shall include all sites within the School District of Clay County. Purchase orders shall be issued per job as needed. No work shall commence until a purchase order has been issued. Payment for each job shall be issued after inspection and acceptance by the School Board Representative(s). Invoice payment will be made according to the “Local Governmental Prompt Payment Act”, Florida Statutes Chapter 218.

The successful vendor shall request the School Board’s Code Enforcement, Facility and Maintenance Department’s (School Board Representatives) to inspect all final completion of each job to certify acceptance completion. The School Board Representative(s) shall have the authority to stop work at any time if construction is not in compliance with the specifications. The School Board shall by written notice to the contractor terminate this contract if the contractor has been found to have failed to perform his obligation under this contract in a manner satisfactory to the School Board as per specifications. Failure of the contractor shall give the School Board the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default or breach of contract. The School Board shall cancel the contract upon 90 days written notice for reasons other than cause.

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

**COVERED WALKWAYS COUNTY-WIDE**

**BID #16-F-220**

**SPECIAL CONDITIONS**

All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of School Board. The contractor shall supply competent employees and/or sub-contractors and the School Board may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board. Contractors and all their employees shall be in accordance with the Jessica Lunsford Act referred to on page 6 of this bid. Each employee and or sub-contractor of the contractor shall have and wear proper identification while on School Board property and are required to sign in and out at the main office or other designated place upon arrival and when leaving the job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by School Board Representative(s) shall be asked to leave. Radios or other audio items are not to be used and Smoking is prohibited on School Board property.

The following provisions shall apply:

- When performing services as requested in this bid, Contractor shall provide: Measuring, Estimating an Installation to include all Labor and Supervision, Materials, Supplies, Necessary Tools and Equipment.
- All vehicle and/or equipment type items required by the Contractor to complete the job shall be the responsibility of the contractor to include items needed for the removal of debris and site clean-up upon completing project.
- The contractor shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take other such precautions to protect life and property, and shall be liable for all damages incurred by way of their actions or neglect of that of their employees.
- Contractor shall conduct their work so as to interfere as little as possible with the operation of the School/Facility and shall adhere to all noise abatement performance standards for all construction equipment as established by the county or state ordinances for work sites during specified hours.
- For all projects where work is to be accomplished on evenings, weekends or during holiday periods, School Board Representative(s) shall be made available at the site to enable Contractor access to the facility. All such work of this nature is to be coordinated and authorized through the School Board Representative(s).
- Until acceptance of the work by the School Board Representative(s), the project shall be under the charge and care of the Contractor and the Contractor shall take every precaution against injury or damage to School Board property. In the event such injury or damage has occurred, the Contractor shall rebuild, repair or make good at their expense, while at the job site, and prior to School Board Representative(s) acceptance.
- Work is to be completed in a timely manner with Project Time Lines done on job by job basis by mutual agreement between School Board Representative(s) and Contractor. Repeated lack of completion based upon a number of days to complete shall be cause for termination of this contract. No charges shall be allowed for equipment down time lost due to equipment failure.
- Follow up or call back work, to correct recent work, SHALL NOT be charged to the School Board if the work is the result of the Contractors negligence.

**WORKMANSHIP:** The Contract shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work. Work shall conform to dimension and elevation and to details contained in the project drawings. Sloppy or unsightly work shall be the basis for rejection. Rejected work shall be immediately removed and re-installed properly. The School Board's Representative(s) shall be the judge of acceptable or unacceptable work.

**WARRANTIES:** All equipment purchased from this bid shall carry the manufacturer's standard warranty, unless otherwise specified. There shall be a one-year warranty on all labor and workmanship.

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

**COVERED WALKWAYS COUNTY-WIDE**

**BID #16-F-220**

**SPECIAL CONDITIONS**

The successful bidder shall furnish to School Board Purchasing Department, prior to commencement of work under this contract, certificate(s) of insurance clearly indicating insurance coverage required below have been obtained:

**CONTRACTOR’S AND SUB-CONTRACTOR’S INSURANCE:** Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. **Insurance certificate(s) reflecting the required coverage’s shall be submitted to the School Board (Attn: Purchasing Department) prior to any work being performed under this Contract. These insurance certificate(s) shall be submitted directly from vendor’s Insurance Agent and Mark All Certificates Attn: Nancy Racine, Director of Purchasing as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list Clay County School Board as Additional Insured with regards to Bid # 16-F-220.**

**COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** Including Premises Operation, Independent Contractor’s Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage’s:

<b><u>Bodily Injury</u></b>	<b><u>Property Damage</u></b>	<b><u>Personal Injury</u></b>
- Each Occurrence \$1,000,000.00	- Each Occurrence \$1,000,000.00	- Annual Aggregate \$1,000,000.00
- Annual Aggregate \$2,000,000.00	- Annual Aggregate \$2,000,000.00	
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment		

**WORKERS’ COMPENSATION INSURANCE:** Contractor is responsible for assuring that valid Worker’s Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers’ Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS’ COMPENSATION LAW Certificate.

<b><u>State</u></b>	<b><u>Employer’s Liability</u></b>
- Statutory	- Per Accident \$100,000.00
	- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

**AUTOMOBILE INSURANCE:** Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage’s:

<b><u>Bodily Injury</u></b>	<b><u>Property Damage</u></b>
- Each Person \$1,000,000.00	- Each Occurrence \$1,000,000.00
- Each Occurrence \$1,000,000.00	
- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000)	

**NO PAYMENTS will be made until Insurance Certificate is received by The Purchasing Department.**

**NOTE:** The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.



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

**COVERED WALKWAYS COUNTY-WIDE**





**BID #16-F-220**

**SPECIAL CONDITIONS**

**Bids must be submitted on the enclosed BID SPECIFICATIONS/BID TENDER FORM.** Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of a bid. Any such modifications or alterations that a contractor wishes to propose must be clearly stated in the contractor’s proposal response and presented in the form of an addendum to the original bid documents. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.

**Sealed bids shall be received by the Purchasing Department, until 2:00 P.M., NOVEMBER 18, 2015. The public opening shall acknowledge receipt of the bids but details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record upon an announcement of a recommendation award or ten (10) days after the due date whichever occurs first. Bids by fax, telegram, e-mail or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.**

Questions on Bid shall be in writing to Bertie Staefe, Coordinator of Procurement sent via email to [bfstaefe@oneclay.net](mailto:bfstaefe@oneclay.net). Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder’s proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder’s may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

Do you accept payment via credit card? YES \_\_\_ NO \_\_\_     OTHER \_\_\_\_\_  
Do you accept Electronic Payments? YES \_\_\_ NO \_\_\_  
If yes, is there a charge to the School Board? YES \_\_\_ NO \_\_\_

**AUTHORIZED SIGNATURE OF CONTRACTOR**

**DATE**

**SIGNATURE REQUIRED CHECKLIST:**

- INVITATION TO BID (Page 1)
- CERTIFICATION REGARDING NON-DISCRIMINATING (Page 10)
- CERTIFICATION REGARDING LOBBYING (Page 11)
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Page 12)
- DRUG-FREE WORKPLACE CERTIFICATION (Page 13)
- BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS (Page 14)
- SPECIAL CONDITIONS (Page 18)
- BID TENDER FORM (Page 24)

**SUBMITTAL REQUIRED CHECKLIST:**

- Documents shall be submitted with Bid or within 24 hours upon request by School Board.
- License(s) & Insurance Certificate(s)
- List of Similar Work

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

**COVERED WALKWAYS COUNTY-WIDE**

**BID #16-F-220**

**BID SPECIFICATIONS**

**GENERAL:** The walkway system shall be a pre-engineered/pre-manufactured aluminum roll formed system or equal with integrated gutter and downspout system that shall interface with either an existing building or an existing walkway canopy. The proposed support system shall have columns and foundation systems installed adjacent to existing concrete walkway system so as not to interfere with walkways in place.

**WORK SITE SPECIFICATIONS:** All concrete walkways are in place and shall not be the responsibility of the successful Contractor. The Contractor shall maintain a safe worksite with premises and public properties free from accumulation of waste, debris and rubbish caused by work operations. The Contractor shall not leave fence(s) down overnight and any fence(s) removed shall be returned to original condition. Before final inspection Contractor(s) shall remove all waste materials, trash and debris, tools, equipment, machinery and surplus materials to include forms for each footing without using School Board dumpsters. All sight-exposed surfaces to include walkway cover system and concrete shall be clean of dirt, grease, hand prints, or other unsightly areas. All earth areas disturbed during project shall be hand dresses to acceptable state. Leave the area in a neat, clean and acceptable condition.

**RELATED DOCUMENTS:** Drawings attached as Appendices 1 and 2. Work shall conform to dimension and elevation and to details contained in the project drawings.

**CODES REQUIREMENTS:** All work shall comply with State Requirements for Educational Facilities (SREF).

**PRODUCTS:** New Materials

A. Roof Panels: 6063 alloy heat-treated to a T-6 temper. (Color to be selected by Owner.)

B. Post: 4 ½ x 4 ½ x 0.0093 6060-TS or a 4 x 4 x 0.125 extruded painted aluminum. Bronze.

C. Beam: 4 x 6 x 0.0093 & 0.0186 6063-T6 extruded painted aluminum. Bronze.

D. Fasteners: 18-8 stainless steel.

E. Sealants and Caulking:

Sealants:

1. Vertical Exterior Joints - Vulkem No. 227 as manufactured by Mameco Corp. (Optional - Vulkem No. 116)

2. Horizontal Exterior Joints - Vulkem No. 245 (Optional - Vulkem No. 116)

Backer Rod:

1. Material - Open cell compressible, resilient, non-waxing, polyurethane foam, compatible with sealant.

2. Size and Shape - Variable to control depth of sealant and provide 20% to 50% compression upon insertion.

F. Concrete 2500 psi 28 day.

G. Incidental: Shapes and materials as detailed and/or required for proper installation and appearance.

H. Break Metal: 0.030 aluminum flat sheet, painted color required.

I. Other shapes and materials shall be furnished as required to produce an acceptable installation.

J. Alternate Roof Panel: 12' x 2 ½" x .050 gauge 3004-H34 roll formed.

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

**COVERED WALKWAYS COUNTY-WIDE**

**BID #16-F-220**

**BID SPECIFICATIONS**

**INSTALLATION (includes all materials and labor):**

**A. Footings**

1. Locate as shown on the Drawings.
2. Footing shall be formed and may be "Blocked Out" for column placement.
3. Concrete shall be neatly placed and distributed thoroughly. Finish top exposed surface of concrete footing with sloped surface to create positive drainage.
4. Replace earth around footing. Excess excavation shall be removed from the site.
5. Forms shall be rigid and shall retain shape when filled. Deformed footings shall be removed and replaced.
6. Earth forms are acceptable provided the top 4" of the footing is formed and provides a smooth, true appearance.

**B. Columns**

1. Tape bottom end or wrap to a minimum distance of 6" above concrete footings.
2. Columns shall be aligned using a transit to ensure a true alignment.
3. Columns shall be set plumb and true to both directions.
4. Top of columns shall be notched to receive beams.
5. Bottom of columns shall be punched with internal deflector for water outlet.
6. Provide concrete splash blocks at each downspout column location. Note: Contractor may elect to utilize top face of foundation as splash block with sculpturing of flume or splash block directing water away from column and walkway.

**C. Beams**

1. Beams shall be placed in column notch and secured with four (4) fasteners at each contact point.
2. Beams shall have contact bearing in bottom of column notch.
3. Top of beams shall be level to receive roof panels.
4. Roof panels shall drain rainwater into beams as indicated.
5. Minor connections and incidental details shall be as shown on the drawings or revealed from site inspection of tie-in conditions.

**D. Roof Panels**

1. Roof panels shall be fabricated to required lengths.
2. Install level and square to beams to avoid "out of square" conditions at ends of beams.
3. Secure each contact point with three (3) minimum fastener with 3/4" flat washers.

**E. Fascia**

1. Install fascia shown using fasteners at 36" centers.
2. Fabricate corners to approved detail.

**F. Expansion Joints**

1. Expansion joints shall be located as required to avoid undue distortion of the system.

**G. Caulking and Sealing**

1. Caulk at walls where walkway cover units contact surface.
2. Fabrication joints and seams shall be caulked away from view.
3. Other points where water penetration might be expected.

**H. Dimensions**

1. Contractor shall verify all dimensions existing and provided.
2. Contractor shall make reasonable adjustments in fabrication and erection to provide an acceptable finished walkway cover.

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

**COVERED WALKWAYS COUNTY-WIDE**  
**BID #16-F-220**  
**BID SPECIFICATIONS/BID TENDER FORM**

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL ITEM PRICING and submit on the Bid Tender Form. Bid shall be awarded to the lowest, most responsive qualified bidder meeting specifications and shall be based on the TOTAL COMBINED PRICE FOR ITEMS 1-A, 1-B, 2-A, 2-B. However, all item pricing shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. Pricing shall include all labor, materials, delivery, handling installation and warranty.

Item	Description	Price / Sq. Ft.
<b>1</b>	Covered Walkway with .060 Extruded Aluminum Walkway System	
	<u>1-A</u> Covered Walkways less than 1000 Sq. Ft.	\$ _____
	<u>1-B</u> Covered Walkways 1000 Sq. Ft. or More	\$ _____
<b>2</b>	Covered Walkway with 12" wide .050 Roll Formed Aluminum Roof Panel System (in Lieu of BASE BID)	
	<u>2-A</u> Covered Walkways less than 1000 Sq. Ft.	\$ _____
	<u>2-B</u> Covered Walkways 1000 Sq. Ft. or More	\$ _____
<b>TOTAL COMBINED PRICE FOR ITEMS 1-A, 1-B, 2-A, 2-B</b>		<b>\$ _____</b>
<b><u>Circle Post size you are submitting bid for 4 ½ x 4 ½ x 0.0093 or 4 x 4 x 0.125 (Page 18(B))</u></b>		

Extend discount to other Government Entities in the State of Florida YES\_\_\_ NO\_\_\_

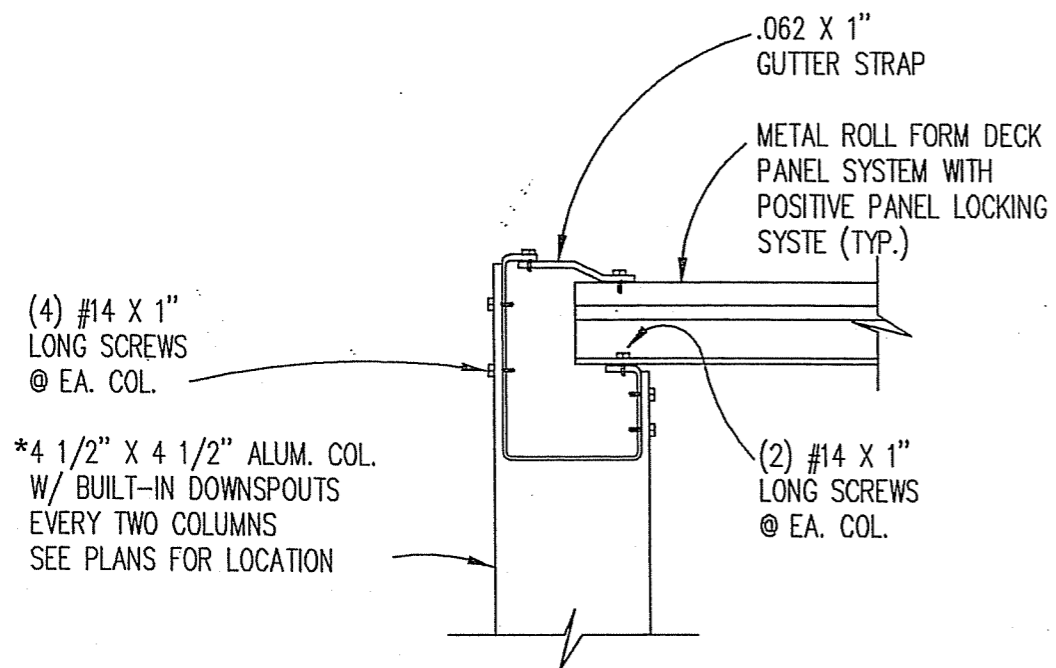
Extend discount to other Government Entities in Clay County, Florida YES\_\_\_ NO\_\_\_

NOTE: ALL BID SHEETS PAGES 1 - 20 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

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 equipment, furniture or supplies, and in all respects is 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 vendor.

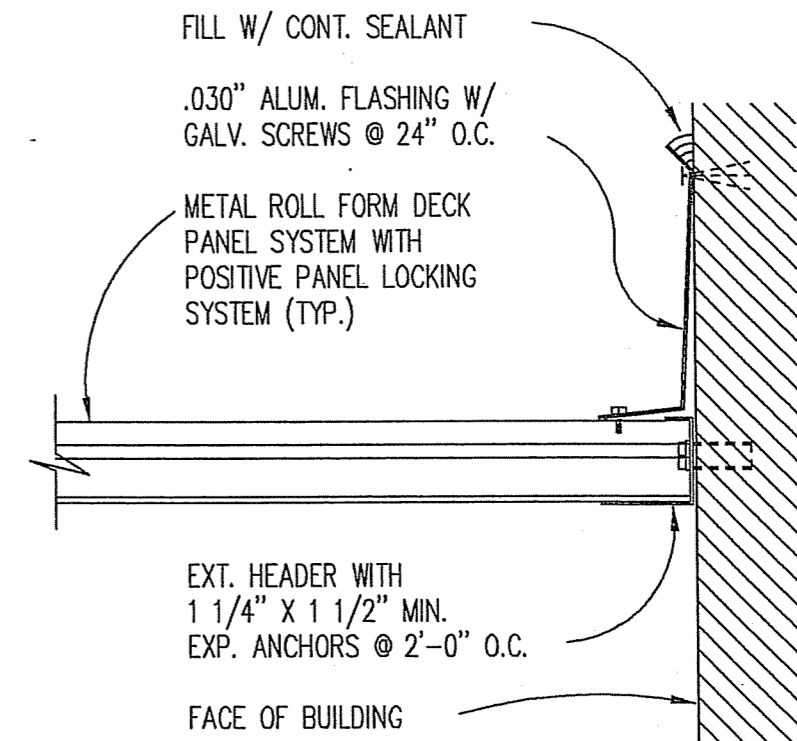
\_\_\_\_\_  
 AUTHORIZED SIGNATURE OF BIDDER

\_\_\_\_\_  
 DATE

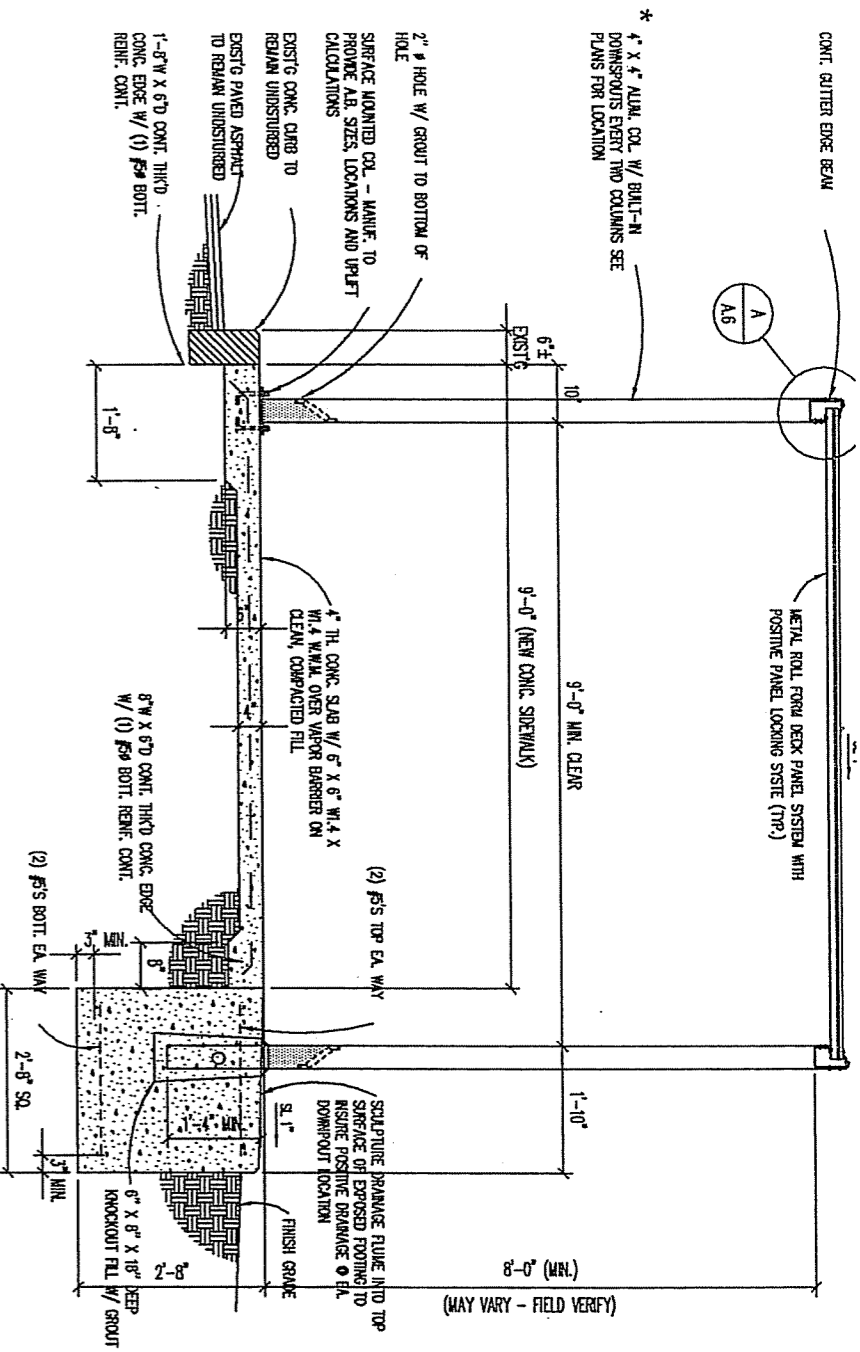


TYPICAL COVERED  
WALK EAVE DETAIL

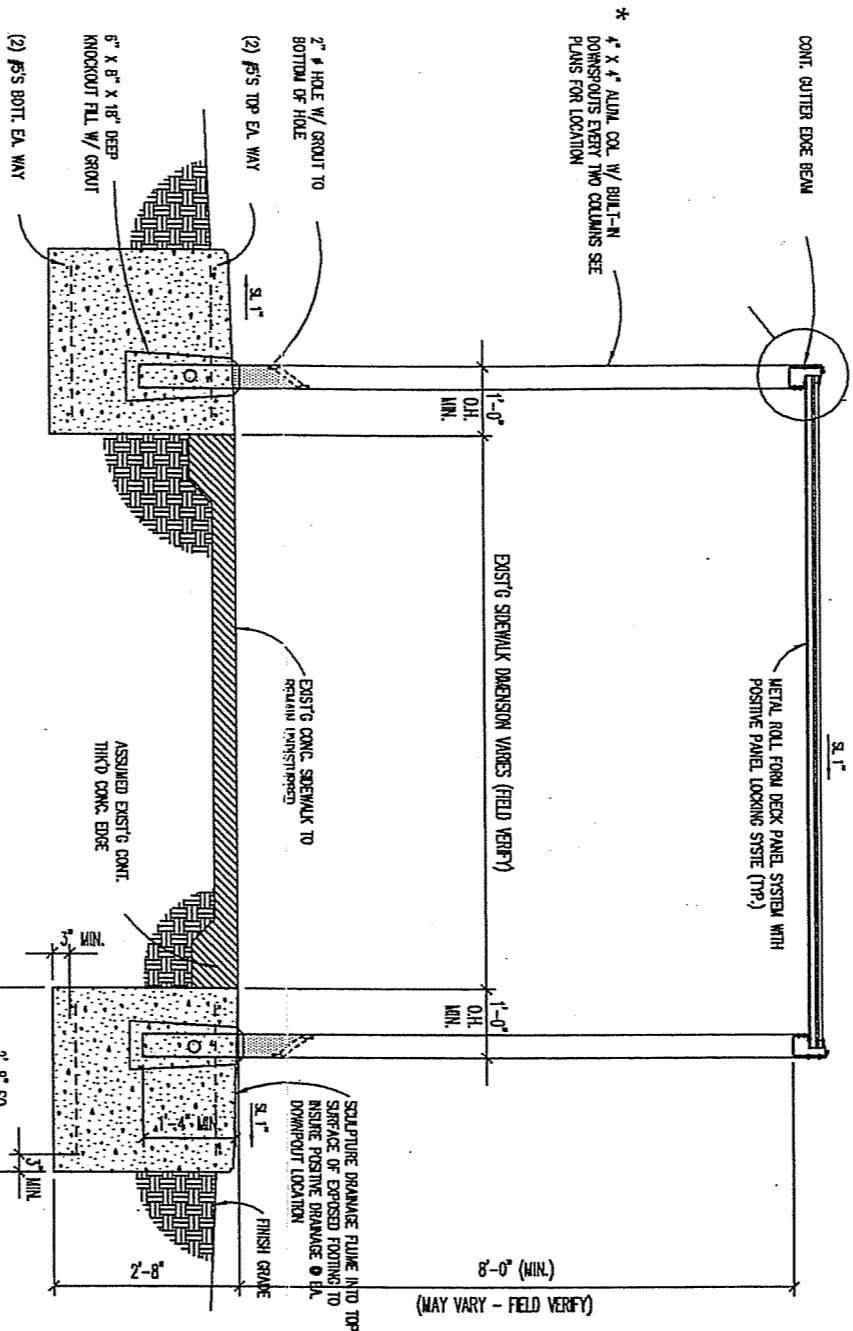
\* or 4 x 4 ALUM COL.



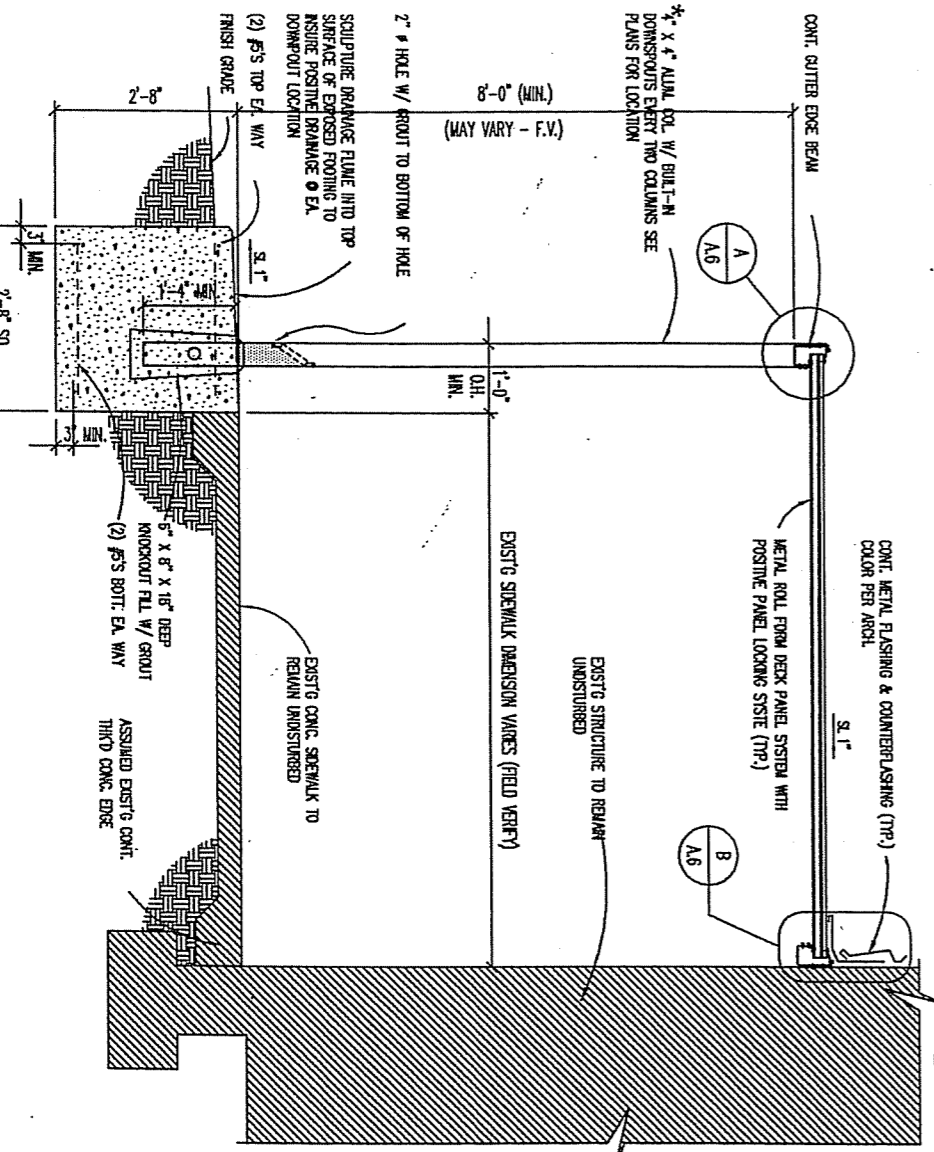
TYPICAL COVERED  
WALK / WALL DETAIL



TYP. COVERED WALKWAY SECTION



TYP. COVERED WALKWAY SECTION



TYP. COVERED WALKWAY SECTION

\* OR 4 1/2 X 4 1/2 ALUM COL