

Company Name: _____



**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 24 SHALL BE RECEIVED AT THE OFFICE OF THE
PURCHASING DEPARTMENT UNTIL 10:30 A.M., APRIL 26, 2016 AND MAY NOT
BE WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.

AGENCY POSTING DATE AND TIME: 3:00 P.M., MARCH 11, 2016

BID TITLE: CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE
BID # 16-F-223

Contractor Pre-Qualification Required

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. The term “Vendor” or “Bidder” shall refer to the company, individual, or organization that responded to this solicitation and any successful awardees hereunder.

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.

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

Company Name: _____

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 tied 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.

Company Name: _____

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 Supplier's name being removed from the School Board vendor mailing list and/or 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:

- Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- 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.
- 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.
- Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

FACILITIES: Pre-award inspection of the vendor's facility may be made prior to award of a 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 a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a 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 best business practices in the industry and as determined in discretion by the proper authorities of the School Board.

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. Any person who files an action protesting this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. 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 1st floor after the intended recommendation is announced on or about **April 28, 2016**. 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

Company Name: _____

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 utilize 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.

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 AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC. Each Bidder is to disclose any employees it has who are also SBCC employees.

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 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 Jessica Lunsford Act. Each employee and or sub-contractor of contractor shall have and wear proper identification while on School Board property and are required to sign in/out at main office or other designated place upon arrival and when leaving 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/other audio items are not to be used and 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.

Company Name: _____

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5)): With the consent and agreement of 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 same terms and conditions as stated herein with 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: Prices bid shall be firm for the initial contract period. Upon renewal of the bid contract, the vendor may request a price increase to the School Board due to inflation provided the proposed price increase does not exceed the rate of inflation as determined by the Consumer Price Index (CPI) obtained from the Bureau of Labor Statistics at <http://www.bls.gov/data/> Under Inflation & Prices, Urban Wage Earners and Clerical Workers (Top Picks), U.S. All items, 1982-84=100 (Series Id: CWUR0000SA0 - Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100). An appropriately adjusted from the commencement of the initial term of the contract to commencement of each extension period, formatted by 12-Month Percent Change. The contractor must request the increase in writing ninety (90) days prior to the renewal of the contract. The School Board has the sole right to accept or decline such request and shall notify vendor of their decision in writing.

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 School Board makes final payment and all other pending matters 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).

Company Name: _____

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).

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 SHALL 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 shall 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: _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]: _____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision.

____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference(s)** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

E-mail address of out-of-state attorney: _____

Attorney's states of bar admission: _____

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

SPECIAL CONDITIONS

It is the intent of the School Board to establish a firm fixed price contract that shall provide as needed “**CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE**” as specified herein for a period beginning on the date of award and continuing through May 31, 2019. The term of the bid shall be for 3 years, and may, by mutual agreement between the School Board and the Awardee, be renewed for an additional 3 year term and, if needed, 180 days beyond the expiration date of the final renewal period. The School Board, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in General Conditions/ Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

Vendors responding to this bid must have successfully completed the School Board process for “pre-qualification of Contractors”. To obtain pre-qualification instructions click on Pre-qualification tabs at School Board web page: <http://www.oneclay.net/facility-planning-and-construction.html> and follow the instructions 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 \$300,000.00 in total for contract term, 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.

ALL OR NONE bid to provide equipment and one operator plus laborer and/or material (if applicable) to perform Site Work County Wide. Vendor shall respond to ALL SECTIONS A, B, C and ALL ITEM PRICING and submit on the Bid Tender Form. This bid shall be awarded to at least two qualified licensed Contractors deemed lowest responsive and responsible bid(s) meeting specifications from low bidder to high bidder for projects anticipated not to exceed \$6,999.99. Additionally the awarded Contractors shall be solicited to submit sealed quotes for projects anticipated to exceed \$6,999.99 as budgeted and approved by the School Board Representative(s) on a project-by-project basis. Bid prices shall be used for **ALL PROJECTS** regardless of them being less than or more than \$6,999.99. Award shall be based on the lowest **TOTAL COMBINED PRICE FOR SECTIONS A and B**. However, all pricing shall be reviewed to ensure competitiveness. Bids that reflect unreasonable pricing for any item are subject to rejection.

The School Board reserves the right to award the contract to at least two qualified licensed Contractors that respond to all Sections and all Items, AND, that the School Board deems to offer the lowest responsive and responsible bid(s) meeting specifications, as defined below in this solicitation. In addition, the School Board has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make award based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the School Board’s best interest or award only a portion of the solicitation.

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- Respond to all Sections and all Items and properly submit ALL documents as required by bid.
- The greatest benefit to School Board as it pertains to Listed Prices.
- Bidders are required to submit three (3) references APPENDIX B (page 22) for evaluating past performance

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

SPECIAL CONDITIONS

If during the time of project construction additional work arises the School Board reserves the right to stop construction and negotiate additional scope of work and the cost needed to complete the project. If the Contractor and/or the School Board are unable to agree to the negotiated terms the School Board shall pay for services rendered and a new RFSQ for the project will be solicited from the awarded Contractors.

The contract shall include all School District of Clay County sites. Locations shall be added, or deleted, at the sole discretion of the School Board. Purchase orders shall be issued per job as needed. No work shall commence until a purchase order has been issued. The School Board Representative(s) shall have the authority to stop work at any time if construction is not in compliance with the specifications. Payment for each job shall be issued after inspection and acceptance by the School Board's Maintenance Department (School Board Representative(s)).

When performing services as requested in this bid, the following provisions shall apply:

- All labor and Supervision -- Necessary Tools and Equipment -- Removal of debris
- Trained and Licensed Personnel -- Materials, Parts, Supplies if applicable -- Site clean-up upon completion

- The Contractor(s) shall be responsibility for their employees and/or sub-contractors
- 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.

Asbestos Statement: All materials supplied to the School Board shall be 100% asbestos free. Bidder by virtue of bidding, certifies by signing bid, that if awarded any portion of this bid, shall supply only material or equipment that is 100% asbestos free. No bid shall be considered unless this agreed to by the bidder.

Toxic Substances In Construction, Repair Or Maintenance Of Educational Facilities (Fla. Statute 1013-49:

(1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the School Board Superintendent or the School Board Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE





BID # 16-F-223

SPECIAL CONDITIONS

Bids shall be submitted on the enclosed 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 shall 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. The School Board shall not be liable for any expenses incurred in connection with the preparation of a response to this bid.

Sealed bids shall be received by the Purchasing Department, until 10:30 A.M., APRIL 26, 2016. 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. 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 Document shall be in writing to Bertie Staefe, Purchasing Specialist and sent via email to bfstaefe@oneclay.net Any and all written questions received **3** working days before bid due date 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** _____

| | |
|---|---|
| <p><u>SIGNATURE REQUIRED CHECKLIST:</u> <input checked="" type="checkbox"/> INVITATION TO BID (Page 1) <input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 9) <input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 10) <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Page 11) <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 12) <input checked="" type="checkbox"/> BIDDER’S STATEMENT PRINCIPAL PLACE BUSINESS (Page 13) <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 16) <input checked="" type="checkbox"/> BID TENDER FORM (Page 20)</p> | <p><u>SUBMITTAL REQUIRED CHECKLIST:</u> Documents shall be submitted with Bid or within 24 hours upon request by School Board. <input checked="" type="checkbox"/> REQUIRED INSURANCE / LICENSES (Page 14) <input checked="" type="checkbox"/> LIST OF REFERENCES (Page 22)</p> |
|---|---|

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

BID SPECIFICATIONS

SCOPE OF PROJECTS: The School Board reserves the right to purchase Concrete and Asphalt directly from supplier. Projects shall consist of but are not limited to:

GROUND WORK in the form of Spreading Clean Fill Dirt, Rough/Fine Grading, Ditch Grading, Grubbing, Clearing, Trash/Debris Removal, Installation of Fill Dirt, Limerock, Seed & Mulch, and Sod. Earthworks shall be shaped to conform to the lines, grades and cross section shown in plans developed by School Board Representative(s) or as field directed. Hand dressing shall not be required except as necessary in confined areas where equipment operations are restricted. Lateral ditches shall be dressed to grade and cross section as shown on plans developed by School Board Representative(s) or as field directed. Extreme care shall be exercised when dressing areas adjacent to pavements, sidewalks and buildings to avoid damage to areas. **Receipts for Landfill Dump Fees are required with invoice for reimbursement by the School Board.**

CONCRETE WORK in the form of Ditches & Slopes, Driveways & Sidewalks, and Curbing. All work shall comply with State Requirement for Educational Facilities (SREF) and the Florida Building Code. Contractor(s) shall request an inspection from a School Board Representative(s) when the forms are set and at final completion of the installation. Standard-weight concrete with minimum compressive strength of 3,000 p.s.i. at 28 days, 2” to 4” slump range. Use Steel or wood forms to resist movement during concrete placement, straight and free of distortion and defects. Set form to required lines and grades, rigidly braced and secured, with a tolerance of ¼” in 10’. Confirm any required slopes with School Board Representative(s) prior to setting forms to ensure proper drainage. Slabs should slope away from buildings and sidewalks should slope ¼” per ft. across the width. Install expansion joints with pre-molded filler abutting curbs, catch basins, manholes, structures and other fixed objects. Provide contraction or construction joints at 10’ o.c. maximum, formed by jointer template pressed ¾” deep in freshly finished concrete; or saw cut joint clean and straight. Deposit and spread concrete in continuous operation between joints. After striking-off, finish the surface by floating and troweling until surface is dense and smooth, true to grade, free of bumps or depressions. Work edges of slabs, gutters, back top edge of curb and joints with edging tool. Immediately prior to final set, light broom finish parallel to length for curbs and perpendicular to length for sidewalks. Sidewalk details attached as Appendix D (page 24). **Concrete supplier’s load ticket with the type and strength of mix used shall be submitted with project invoices.**

ASPHALT WORK in the form of Patching and Overlay with the School Board providing asphalt. Patching shall consist of excavation of areas to be repaired, square surface of repair and cut walls of repair to produce vertical edges, roll existing subgrade materials to achieve maximum density, mechanically apply liquid asphalt tack coat, install hot mix or cold mix asphalt base course material, roll asphalt base course to achieve a true and firm finish matching existing grade. Overlay shall consist of preparing transition of existing surface, mechanically apply liquid asphalt tack coat, install asphalt leveling course material when needed to level any severely depressed areas, install hot mix or cold mix asphalt surface course material, roll surface course to achieve a true and firm finish, apply a seal of liquid asphalt, when necessary, to the adjoining edges of the overlay. Asphalt projects may vary depending on existing conditions thus scope of work shall be approved by School Board Representative(s) before project started.

LABORER: The School Board Representative(s) has to pre-approve the Contractor(s) use of a Laborer to assist Equipment Operator and/or install material as projects deemed necessary. Labor cost shall be submitted as an hourly rate for one (1) Laborer. **Time sheet showing employee name, dates, beginning and ending hours of work with total hours worked shall be submitted with project invoices. No Payment shall be processed without this information.**

MOBILIZATION: Equipment mobilization fees shall apply to Items 1–8 or when deemed applicable by the School Board Representative(s). The Contractor(s) shall not receive more than one mobilization fee if, the Contractor, moves off the site prior to work being completed. When two or more pieces of equipment are mobilized on a single low boy, the contractor shall be entitled to the mobilization fee of the higher cost equipment only.

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

BID SPECIFICATIONS

EQUIPMENT USAGE: The hourly rate for equipment with operator and the mobilization fee shall be the only charges allowed under this contract. Although it is anticipated that this equipment shall be used, it has not been determined the actual hours it shall be utilized during this contract period. The operation time of equipment starts when the equipment is on the job site and in use. Time to and from the job site and any breaks and lunch time shall not be included in the hours of equipment operation. **The invoice submitted shall have beginning and ending dates, state the number of hours charged per piece of equipment and mobilization fee if applicable.**

BALANCE OF LINE / ADDITIONAL EQUIPMENT: Shall include services, products, and additional equipment that are not requested in this Invitation to Bid, but are within the scope of work available from the awarded Contractor(s). Services and products shall be available to the School Board for the Contractor's cost plus (+) a percentage (%) rate. Additional equipment shall be available to the School Board for an hourly rate for equipment with operator and the mobilization fee if applicable. The Balance of Line % and the Additional Equipment available shall be listed on Appendix A (page 21). The School Board reserves the right to add these services, products, and additional equipment to the awarded items as they occur during the contract period to include renewal periods.

CLEAN-UP: Before final inspection Contractor(s) shall remove all equipment and materials including trash and debris without using School Board dumpsters. Concrete shall be clean of slag, wash-out, dirt, grease or other unsightly areas. All earth areas disturbed during project shall be hand dresses to acceptable state.

PROCEDURES FOR PROJECT'S THAT DO NOT EXCEED \$6,999.99: Bid shall be awarded to at least two (2) licensed Contractors from low bidder to high bidder for projects anticipated not to exceed \$6,999.99. Bid prices shall be used for **ALL PROJECTS**. Low bidder shall always be given first consideration during contract period. When the low bidder is unable to perform services, the next low bidder shall be contracted.

1. Contractor shall be notified of the project and site location.
2. If necessary a meeting shall be arranged with Contractor and School Board Representative overseeing project.
3. After an onsite or verbally general project overview the Contractor shall submit, within 72 hours a written proposal with a brief description of work to be completed, a breakdown of the number of hours to complete this project to include all equipment with operator and/or list of materials and/or laborer(s) (if applicable) with the hours listed separately per equipment with operator and each laborer and finally the number of days required to complete work after Contractor receives PO and authorization to proceed.
4. A School Board Purchase Order shall be issued to Contractor. No work shall begin without a Purchase Order!

PROCEDURES FOR PROJECT'S THAT EXCEED \$6,999.99: The awarded Contractors shall be solicited to submit sealed quotes for projects anticipated to exceed \$6,999.99 as budgeted and approved by School Board Representative(s) on a project-by-project basis. Bid prices shall be used for **ALL PROJECTS**.

1. Both Contractors shall be notified of the project and site location.
2. If necessary a meeting shall be arranged with Contractors and School Board Representative overseeing project.
3. School Board Representative shall send awarded Contractors a Request for Sealed Quotation Form Appendix C (page 23) detailing the scope of work to be performed.
4. Contractor(s) shall complete and return the Request for Sealed Quotation Form in a sealed envelope within the time frame indicated under item 5 on Form. Contractor's sealed quote shall breakdown the number of hours to complete this project to include all equipment with operator and/or list of materials and/or laborer(s) (if applicable) with the hours listed separately per equipment with operator and each laborer. The hourly rates listed on the quote shall reflect the hourly rates listed on this bid.
5. A School Board Purchase Order shall be issued to Contractor submitting the lowest quote meeting specification.

At the School Boards discretions, quotes may be requested on some projects that do not exceed \$6,999.99 and some projects to exceed \$6,999.99 without obtaining sealed quotes when the need arises due to varying circumstances.

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

BID TENDER FORM

ALL OR NONE bid to provide equipment and one operator plus laborer and/or material (if applicable) to perform Site Work County Wide. Vendor shall respond to ALL SECTIONS A, B, C and ALL ITEM PRICING and submit on the Bid Tender Form. Award shall be based on the lowest TOTAL COMBINED PRICE FOR SECTIONS A and B. However, all pricing shall be reviewed to ensure competitiveness. Bids that reflect unreasonable pricing for any item are subject to rejection. The School Board reserves the right to award the contract to at least two qualified licensed Contractors that respond to all Sections and all Items, AND, that the School Board deems to offer the lowest responsive and responsible bid(s) meeting specifications after considering all evaluation factors.

SECTION A – Total Combined Hourly Rate Price For Items 1 - 10 \$ _____

| ITEM # | EQUIPMENT <i>Equipment and (1) Operator</i> | MOBILIZATION FEE | HOURLY RATE PRICE |
|--------|---|------------------|-------------------|
| 1 | Grader 12' Blade | | |
| 2 | D-4 Dozier | | |
| 3 | 2 ½ Front End Loader with Root Rake / Bucket | | |
| 4 | 18 Yd. Truck | | |
| 5 | Excavator | | |
| 6 | Tractor with implement 5' Min. wide-cut Bush Hog, Box Blade, etc. | | |
| 7 | 8 ton Vibratory Roller | | |
| 8 | Back Hoe w/24" Wide Bucket | | |
| 9 | Bob Cat Loader | NOT APPLICABLE | |
| 10 | Water Tanker | NOT APPLICABLE | |

SECTION B – Total Combined Unit Price For Items 11 - 24 \$ _____

| ITEM # | MATERIAL / LABORER | UNIT | UNIT PRICE |
|--------|--------------------------------------|-------------------------------|------------|
| 11 | Concrete Ditch & Slope Pavement – 4” | Square Yard | |
| 12 | Concrete Ditch & Slope Pavement – 6” | Square Yard | |
| 13 | Concrete Driveways & Sidewalks – 4” | Under 600 Square Feet – Sq Ft | |
| 14 | Concrete Driveways & Sidewalks – 4” | Over 600 Square Feet – Sq Ft | |
| 15 | Concrete Driveways & Sidewalks – 6” | Under 400 Square Feet – Sq Ft | |
| 16 | Concrete Driveways & Sidewalks – 6” | Over 400 Square Feet – Sq Ft | |
| 17 | Curbing 1 – 500 | Linear Foot | |
| 18 | Curbing 501 and over | Linear Foot | |
| 19 | Fill Dirt 1 – 500 | Cubic Yard | |
| 20 | Fill Dirt 501 and over | Cubic Yard | |
| 21 | Limerock | Ton | |
| 22 | Seed & Mulch | Square Yard | |
| 23 | Sod | Square Yard | |
| 24 | ONE (1) LABORER | HOURLY RATE | |

TOTAL COMBINED PRICE FOR SECTIONS A AND B \$ _____

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

BID TENDER FORM

This bid shall be awarded to at least two qualified licensed Contractors deemed lowest responsive and responsible bid(s) meeting specifications from low bidder to high bidder for projects anticipated not to exceed \$6,999.99. Additionally the awarded Contractors shall be solicited to submit sealed quotes for projects anticipated to exceed \$6,999.99 as budgeted and approved by School Board Representative(s) on a project-by-project basis. Bid prices shall be used for ALL PROJECTS regardless of them being less than or more than \$6,999.99.

SECTION C - STATEMENT AGREEING TO SUBMIT QUOTES FOR PROJECT THAT EXCEED \$6,999.99

AS AN OFFICER OF _____, I AGREE TO SUBMIT QUOTES AS REQUESTED BY THE
Name of Company

SCHOOL BOARD OF CLAY COUNTY FOR INDIVIDUAL JOBS REGARDING CONTRACT SERVICES FOR
SITE WORK TO INCLUDE BUT NOT LIMIT TO GROUND WORK, CONCRETE WORK AND ASPHALT
WORK

COUNTY WIDE AS SPECIFIED. I UNDERSTAND THESE SEALED QUOTES SHALL BE SUBMITTED ON
THE

REQUEST FOR SEALED QUOTATION FORM (APPENDIX C – PAGE 23) ATTACHED.

AUTHORIZED SIGNATURE OF BIDDER

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 - 24 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.

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

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

APPENDIX A

BALANCE OF LINE / ADDITIONAL EQUIPMENT: Shall include services, products, and additional equipment that are not requested in this Invitation to Bid, but are within the scope of work available from the awarded Contractor(s). Services and products shall be available to the School Board for the Contractor’s cost plus (+) a percentage (%) rate. Additional equipment shall be available to the School Board for an hourly rate for equipment with operator and the mobilization fee if applicable. The Balance of Line % and the Additional Equipment available shall be listed on Appendix A (Page 22). The School Board reserves the right to add these services, products, and additional equipment to the awarded items as they occur during the contract period to include renewal periods.

BALANCE OF LINE – CONTRACTOR’S COST PLUS (+) _____ %

| EQUIPMENT <i>Equipment and (1) Operator</i> | MOBILIZATION FEE | HOURLY RATE PRICE |
|--|---------------------|----------------------|
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AUTHORIZED SIGNATURE OF BIDDER DATE

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

APPENDIX B

LIST OF REFERENCES

Name of Bidder: _____

Number of years business has performed Contract Services For Site Work: _____

Please list 3 similar Site Work Services that your business has done within the last 3 years.

Name of Business: _____

Contact person: _____

Address: _____

City: _____ Phone Number: _____

Name of Business: _____

Contact person: _____

Address: _____

City: _____ Phone Number: _____

Name of Business: _____

Contact person: _____

Address: _____

City: _____ Phone Number: _____

Company Name: _____

CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

APPENDIX C

| | | | | | |
|--|--|--|------------------------|-------------------|-------------|
| SCHOOL DISTRICT OF CLAY COUNTY REQUEST FOR SEALED QUOTATION (THIS IS NOT AN ORDER) | | Restricted to Contractors Awarded Contract# BID#16-F-223 | | PAGE OF PAGES | |
| 1. RFQ. NO. | | | 2. DATE ISSUED: | | |
| 3. ISSUED BY: | | | | | |
| a. Name: | | | b. Title | | |
| c. Telephone # | | d. Fax # | | e. E-mail Address | |
| 4. ISSUED TO: | | | | | |
| a. Name | | | b. Company | | |
| c. FEIN | | | | | |
| d. Street Address: | | | | | |
| e. City | | f. State | | g. Zip Code | |
| 5. FURNISH SEALED QUOTATIONS TO THE ISSUING OFFICE IN SECTION 3 NO LATER THAN _____ ON _____, 20__. (Date) (Time) | | | | | |
| <p>IMPORTANT: This is a REQUEST FOR SEALED QUOTATION, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the issuing party in Block 3. This request does not commit the District to pay any costs incurred in the preparation of the submission on this quotation or to contract for supplies and services. Any representations and/or certification attached to this RFSQ must be completed by the person responsible for quote. If during the time of project construction additional work arises the School Board reserves the right to stop construction and negotiate additional scope of work and the cost needed to complete the project. If the Contractor and/or the School Board are unable to agree to the negotiated terms the School Board shall pay for services rendered and a new RFSQ for the project will be solicited from the awarded Contractors.</p> | | | | | |
| 6. STATEMENT OF WORK | | | | 7. QUOTE | |
| SCOPE OF WORK | | | | (a) UNIT PRICE | (b) AMOUNT |
| SAMPLE | | | | | |
| 8. DISCOUNT FOR PROMPT PAYMENT | | | a. Calendar Days | | |
| | | | Number of Days | Percentage | |
| 9. CONTRACTOR INFORMATION | | | | | |
| a. Company Name | | b. Street Address | | | |
| c. County | | d. City | | e. State | f. Zip Code |
| 10. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | | | | a. Date |
| b. Name (Type or Print) | | | | c. Title | |
| d. Telephone # | | e. Fax # | | f. E-mail | |

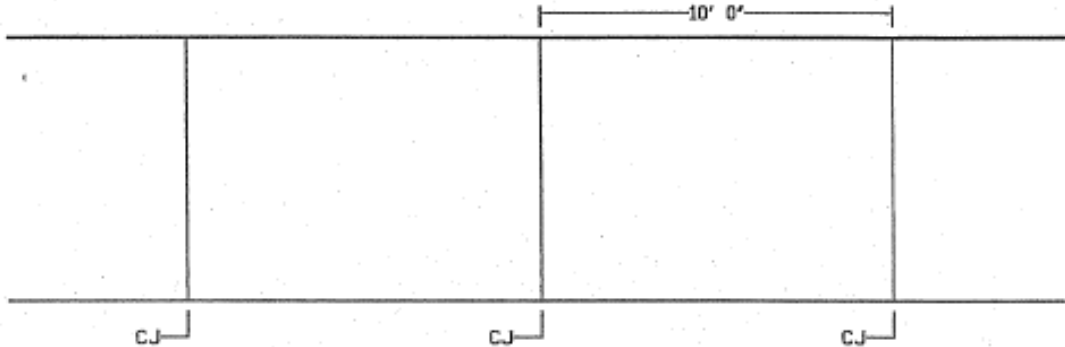
CONTRACT SERVICES FOR SITE WORK – COUNTY WIDE

BID # 16-F-223

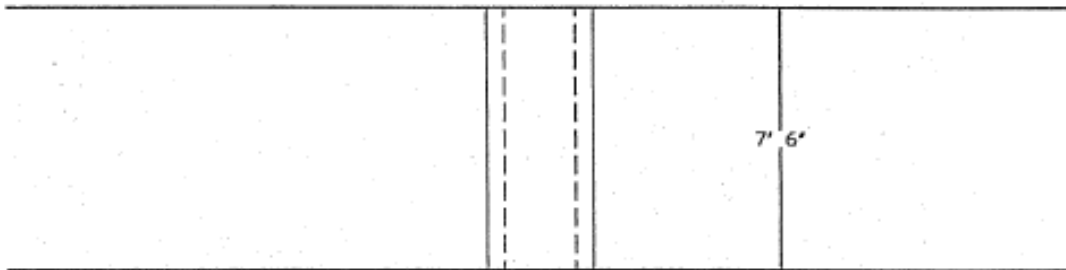
APPENDIX D

SIDEWALK DETAILS

PLAN VIEW – SIDEWALK

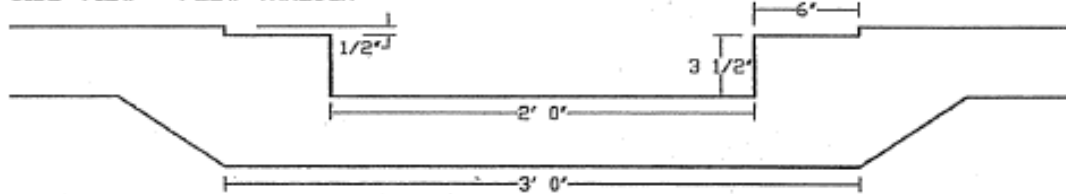


PLAN VIEW – FLOW THROUGH

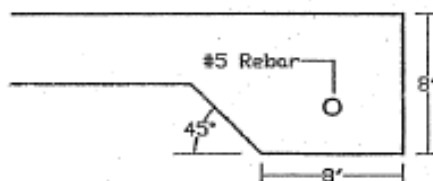


1/2" Metal diamond plate to be provided by Contractor

SIDE VIEW – FLOW THROUGH



SIDEWALK – THICKENED EDGE



SIDEWALK – STANDARD EDGE

