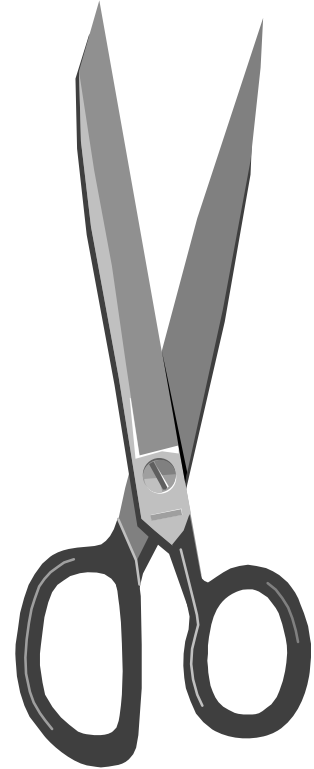


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN
SEALED BID NO.: 045-MHH-0110
BID TITLE: Window/Glass Materials – Term Contract
DUE DATE/TIME: January 26, 2010 @ 3:00PM
SUBMITTED BY: _____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Window/Glass Materials - Term Contract

Bid File Number 045-MHH-0110 Posted January 13, 2010

Sealed bids will be received until 3:00 PM on January 26, 2010 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

<u>VENDOR NAME</u>	<u>MAILING ADDRESS</u>
<u>PRINT OR TYPE SIGNATURE AND TITLE</u>	<u>CITY, STATE, ZIP</u>
<u>WRITTEN SIGNATURE</u>	<u>DATE</u>
<u>TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)</u>	<u>FAX NUMBER</u>
<u>E-MAIL ADDRESS</u>	<u>FEID NUMBER</u>

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: March 31, 2011. Contract(s) awarded from this bid will begin on February 10, 2010 and will run through March 31, 2011.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about January 27, 2010 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.

Special Terms and Conditions

A. **SCOPE:** This bid is for glass and associated materials as required for the installation of windows in schools and other educational support facilities throughout the Polk County School District. The Polk County School Board In-House Construction department will use this bid for **materials only**, as In-House Construction personnel shall be responsible for the installation of the windows listed in the initial projects. Vendors should bid **delivered prices** for glass, hardware and all associated materials required to accomplish complete installations. Vendors will bid on four initial projects, one located on the campus of Roosevelt Academy, in Lake Wales, Florida, one located on the campus of Union Academy Magnet School, in Bartow, Florida, one located on the campus of Lake Region Senior, in Eagle Lake, Florida and the other on the campus of Lakeland Senior in Lakeland, Florida. These projects will be utilized to determine the most appropriate vendors to be awarded this Term Contract, as noted in Section F below. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **MANDATORY PRE-BID CONFERENCE:** A "**mandatory**" Pre-Bid Conference for bidders bidding on this bid shall be held at 10:00 A.M. on **January 19, 2010**, in the Purchasing Conference room located at 1915 S. Floral Ave. Bartow FL. 33830 after discussing the Bid Specifications the Pre-Bid conference shall move to Union Academy Magnet School at 1795 East Wabash Street Bartow, FL 33839. After reviewing the scope of work at Union Academy Magnet the Pre-Bid conference shall move to Lake Region Senior at 1995 Thunder Road, Eagle Lake, FL 33839. After reviewing the scope of work at Lake Region Senior the Pre-Bid conference shall move to Roosevelt Academy at 115 East Street, Lake Wales, FL 33853, after reviewing the scope of work at Roosevelt Academy the Pre-bid conference shall move to Lakeland Senior at 726 Hollingsworth Road Lakeland, FL 33801. Bids received from vendors that are not present for the entire Mandatory Pre-Bid Conference will not be considered.

Important Note: In order to be considered for award of this Contract, bidders must be represented at the entire Pre-Bid Conference referenced above.

C. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

D. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

E. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

F. AWARD OF CONTRACT:

1. For evaluation purposes, vendors will be invited to bid on four projects (Lake Region Senior, Union Academy, Roosevelt Academy and Lakeland Senior - furnish windows and all applicable hardware), typical of projects likely to arise throughout the term of this bid, however; many of these future projects may be smaller or larger in scope than the original project. After bids are opened, tabulated and evaluated, it is anticipated there will be a recommendation presented to the School Board for award of this Term Contract to approximately three vendors deemed to have submitted the lowest responsive and responsible bid(s). Pending approval by the Board, the vendors awarded this contract will be invited to submit quotes for subsequent projects as the need arises during the term of the bid. A Purchase Order will be issued to the vendor (s) deemed to have submitted the lowest responsive and responsible bid for each of the initial projects (Lake Region Senior, Union Academy Magnet, Roosevelt Academy and Lakeland Senior). Purchase Orders will be issued for each subsequent project to the vendor submitting the quote that best meets the needs of the District.
2. The School Board of Polk County reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
3. This bid will be awarded to responsive and responsible bidder(s) qualified by experience to provide the work specified.

G. BASIS FOR AWARD: Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

H. CANCELLATION: In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

I. WARRANTY OF ABILITY TO PERFORM: By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder

shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

J. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittals listed in items 1 and 2 with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittals listed below (items 1 and 2) should bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The awarded bidder shall provide a name, telephone number and email address of the person to be contacted during normal business hours for subsequent quotes and to provide service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the DAILY CONTACT AND FLORIDA PRODUCT APPROVAL NUMBER FORM on page 20.
2. The bidder shall submit the information requested in section 1.06 H. on page 14 of the Special Terms and Conditions of this Invitation to bid. The School Board of Polk County shall reserve the right to request any other required submittal listed in section 1.06 prior to the issuance of a purchase order. Space is provided for this information on the DAILY CONTACT AND FLORIDA PRODUCT APPROVAL NUMBER FORM on page 20.
3. The bidder shall have recent prior experience providing services similar to the scope of services required in this Invitation to Bid. The School Board of Polk County shall reserve the right to request references after bid opening. If references are requested; the bidder shall list references for a minimum of three (3) projects (please list school system projects, if applicable) and include for each: the project name and scope, owner name, account tenure (dates), contact person's name - address - telephone number and email address.

K. **QUOTES FOR SUBSEQUENT PROJECTS:** After award of contract the awarded vendor(s) may be requested to quote on subsequent projects. Each quote shall clearly and separately identify any, and all-applicable charges (all quotes must be itemized). All prices quoted shall be FOB Jobsite (or the Polk County location as directed on PO) and shall include the furnishing of all materials required to for the installation of the windows. Purchase Orders will be issued for each subsequent project to the vendor submitting the lowest quote meeting the requirements and specifications. Request for quotes on subsequent projects will follow the procedures outlined below.

1. **Written Quotes:** Written quotes may be requested from all awarded bidders for projects with an estimated value of greater than \$15,000. The procedures below will be followed for subsequent projects:
 - a. Awarded bidders will be sent an email invitation with the location, date and time of the pre-quote conference with a brief description of the scope of each subsequent project.

b. The walkthrough will identify the location of the building and rooms that require windows (if applicable). All awarded bidders responses to any Request for Quote must be itemized- listing all material and labor (if applicable) charges.

c. Each notice will indicated a deadline for receipt of quote and if applicable a deadline for completion of the project.

2. **Submission of Quotes:** Quotes shall be submitted by the deadline for receipt of quotes as indicated in the Request for Quote. In the event no deadline is indicated quotes must be received no later than five - (5) workdays after the pre quote conference. Unless noted otherwise quotes may be returned via email, fax, courier services or US Postal service.

3. **Submittals:** The submittals listed in section 1.06 on page 14 of the Special Terms and Conditions should be submitted with each quote.

L. **AUTHORIZATION TO PERFORM UNDER CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

M. **USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

N. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

O. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

P. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

Q. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES:**

1. Before submitting a bid, each Bidder should:
 - (a) visit project site and become familiar with the facilities and equipment that may in any manner affect performance of the work
 - (b) consider federal, state or local laws, ordinances, rules and regulations that may in any way affect performance of the work
 - (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies (if any) in the Bid Documents
2. The Bidder, by and through submission of a bid, agrees that he/she shall be held responsible for having examined the facilities and equipment; become familiar with the nature and extent of the work and any local conditions that may affect the work to be done and the technical expertise, equipment, materials parts and labor required.

R. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit \$1,000,000 per occurrence
Automobile Liability	\$1,000,000 Combined single limit (All owned autos, or any auto if vehicles other than owned are used).

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The **VENDOR** shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the **VENDOR**. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is

scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

S. **REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

T. **CLEAN UP:** All work shall be done in a neat and workmanlike manner. The contractor shall dispose of all packing, crating, unusable scraps, and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of unsalvageable materials at the contractor(s) expense.

The contractor shall, as a part of this job, properly store and secure any salvageable materials, at the location designated by the Contract Administrator.

U. **EMPLOYEES:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

V. **SPECIFICATIONS:**

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all specifications in every respect.

2. **Minimum Standards and Specifications:** The following are minimum standards and specifications applicable to School Board window installations reprinted directly from the "Polk County School Board Guideline Specifications". Language in Section 08520 (below) pertaining to actual installation tasks do not apply to these specifications **if** the project requirement is to furnish only and Polk County School Board staff will be responsible for the installation of the windows. Diagrammatic drawings are attached to the Invitation to Bid in APPENDIX A. These drawings depict the approximate location of existing windows and are for reference only. The School Board of Polk County DOES NOT warrant the accuracy of these drawings.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 08520 / ALUMINUM WINDOWS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Conform to Division 1, Section 08000 and other sections of this division.

1.02 WORK INCLUDED

- A. Furnish and install aluminum architectural windows complete with hardware and related components as shown on drawings and specified in this section.
- B. All windows shall be projected-out top hinged with integral fixed transom at top of window. Egress windows, as required, shall be casement in the same configuration as the projected-in window with integral transom above. Windows shall conform with all requirements of AAMA P-HC-65 specifications. Manufacturers requesting approval to bid their product must submit the following information ten days prior to close of bidding as directed in Section 01000.

1. A sample window, 3'-0" x 2'-0" single unit, as per requirements of ARCHITECT.
2. Test reports documenting compliance with requirements of Section 1.03.

- C. Subframes/Receptors: Provide subframes with anchors for window units as shown, of profile and dimensions indicated but not less than 0.125-inch (1/8") thick extruded aluminum. Miter or cope corners, and weld and dress smooth with concealed mechanical joint fasteners. Sub-sill configuration shall be approved by ARCHITECT and OWNER. Finish to match window units.

D. Glass and Glazing

1. All units shall be factory glazed.

1.03 STRUCTURAL DESIGN REQUIREMENTS

- A. Structural design of systems will be the responsibility of the manufacturer and is to be designed to comply with the Florida Building Code along with additional wind loading as follows:

1. Code Conformance: Design of system shall comply with the requirements of ASCE-7, latest edition adopted by D.O.E. See structural and architectural drawings for wind speed design and exposure criteria, except as modified by 1.03, B of this section.

- B. EHPA Wind Speed design shall be as noted on structural and architectural drawings. All EHPA's shall comply with ASCE-7, latest edition adopted by D.O.E. See architectural drawings for the building(s) required to comply with the EHPA requirement.

1. EHPA Building Envelope shall comply with SBCCI/SSTD-12 for large missile impact criteria. Refer to architectural drawings for building envelope path and location.

1.04 TESTING AND PERFORMANCE REQUIREMENTS

A. Test Units

1. Air, water, and structural test unit shall conform to requirements set forth in AAMA/NWWDA 101/I.S.2-97.

B. Test Procedures and Performances

Please state company name and authorized signature _____

1. Windows shall conform to all AAMA/NWWDA 101/I.S.2-97 requirements for the window type referenced in 1.02 B. In addition, the following specific performance requirements shall be met.
2. Air Infiltration Test
 - a. With ventilators closed and locked, test unit in accordance with ASTM E 283 at a static air pressure difference of 6.24 psf.
 - b. Air infiltration shall not exceed .10 cfm per foot of crack.
3. Water Resistance Test
 - a. With ventilators closed and locked, test unit in accordance with ASTM E 331/ASTM E 547 at a static air pressure difference of 12 psf.
 - b. There shall be no uncontrolled water leakage.
4. Uniform Load Deflection Test
 - a. With ventilators closed and locked, test unit in accordance with ASTM E 330 at a static air pressure difference of 65 psf positive and negative pressure.
 - b. No member shall deflect over L/175 of its span.
5. Uniform Load Structural Test
 - a. With ventilators closed and locked, test unit in accordance with ASTM E 330 at a static air pressure difference of 97.5 psf, both positive and negative.
 - b. At conclusion of test there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or actuating mechanisms, nor any other damage that would cause the window to be inoperable.
6. Condensation Resistance Test
 - a. With ventilators closed and locked, test unit in accordance with AAMA 1503.1.
 - b. Condensation Resistance Factor (CRF) shall not be less than 49.
7. Life Cycle Testing
 - a. Test in accordance with AAMA 910. There shall be no damage to fasteners, hardware parts, support arms, activating mechanisms, or any other damage that would cause the window to be inoperable. Air infiltration and water resistance tests shall not exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Installers Qualifications: Engage an experienced Installer who has completed installation of aluminum windows similar in material, design and extent to those required for this project and with a record of successful in-service performance.
- B. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.03.
 1. Testing Agency Qualifications: To qualify for approval, an independent testing agency must demonstrate to ARCHITECT'S satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the work.
 2. Test reports shall be accompanied by the window manufacturer's letter of certification, stating the tested window meets or exceeds the referenced criteria for the appropriate AAMA/NWWDA 101/I.S.2-97 window type.
- C. Single-Source Responsibility: Obtain aluminum windows from one source and by a single manufacturer.
- D. Product Options: The drawings indicate sizes, profiles, dimensional requirements and aesthetic effects of aluminum windows and are based on the specific window types and models indicated. Other aluminum window manufacturers whose products have equal performance characteristics may be considered provided deviations in size, profile and dimensions are minor and do not alter the aesthetic effect. For substitutions, refer to Section 01000/Supplementary Special Conditions.

1.06 SUBMITTALS

- A. General: The information in section 1.06 H. should be submitted with your bid response. The School Board of Polk County may require the awarded bidder(s) to submit any or all of the items in section 1.06 prior to the issuance of a purchase order.
- B. Contractor shall submit shop drawings; finish samples, test reports, and warranties.
1. Samples of materials as may be requested without cost to OWNER, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.
 2. Contractor shall submit manufacturer's installation instructions for each specific window opening type.
- C. Product Data for each type of window required, including the following:
1. Construction details and fabrication methods.
 2. Profiles and dimensions of individual components.
 3. Data on hardware, accessories, and finishes.
 4. Recommendations for maintaining and cleaning exterior surfaces.
 5. Warranties
- D. Shop Drawings showing fabrication and installation of each type of window required including information not fully detailed in manufacturer's standard Product Data and the following:
1. Layout and installation details, including anchors.
 2. Elevations at 1/4 inch = 1 foot scale and typical window unit elevations at 3/4 inch = 1 foot scale.
 3. Full-size section details of typical composite members, including reinforcement and stiffeners.
 4. Manufacturers installation instructions for each specific window opening type.
 5. Hardware, including operators.
 6. Glazing details.
 7. Accessories.
- E. Samples for initial color selection on 12 inch (300 mm) long sections of window members. Where finishes involve normal color variations, include sample sets showing the full range of variations expected.
- F. Samples for Verification: The ARCHITECT reserves the right to require additional samples that show fabrication techniques, workmanship, and design of hardware and accessories.
- G. Test reports from a qualified independent testing agency indicating that each type, grade, and size of window unit complies with performance requirements indicated based on comprehensive testing of current window units within the last 5 years. Test results based on use of down-sized test units will not be accepted.
- H. **All windows installed in the building envelope shall have a Florida product approval number. Bidders must submit the Florida product approval number for each type of window they are bidding. Products shall conform to the Florida Building Code, latest edition adopted by D.O.E. Product approval rule 9B-72.**

1.07 PROJECT CONDITIONS

- A. Field Measurements: Check window openings by field measurements before fabrication and show recorded measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the work.
1. Where field measurements cannot be made without delaying the work, guarantee opening dimensions and proceed with fabricating aluminum windows without field measurements. Coordinate wall construction to ensure that actual opening dimensions correspond to guaranteed dimensions.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Store and handle windows, mullions, panels, hardware and all related items in strict compliance with the manufacturer's instruction and protect from damage.

1.09 Warranties

A. Total Window System

1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total window installation which includes that of the windows, hardware, glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water, and structural adequacy as called for in the specifications and approved shop drawings.
2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at his expense during the warranty period.

- B. General Warranty: The special warranty specified in this article shall not deprive the OWNER of other rights the OWNER may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

- C. Special Warranty: Submit a written warranty signed by aluminum window manufacturer agreeing to repair or replace window components that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
2. Faulty operation of sash and hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

- D. Warranty Period: 5 years after date of substantial completion.

- E. Warranty Period for Metal Finishes and Glass: 10 years after date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Aluminum

1. Extruded aluminum shall be 6063-T6 alloy and tempered.

B. Hardware

1. Locking handles shall be cam type and manufactured from a white bronze alloy with a US25D brushed finish.
2. Operating hardware shall be 4-bar stainless steel arms or equal.
3. Limit Devices: Provide concealed support arms with adjustable, limited, hold-open limit devices designed to restrict sash or ventilator opening for first floor windows.
 - a. Safety Devices: Limit clear opening to exterior face of exterior veneer brick for ventilation; with custodial key release.

C. Weather Strip

1. All weather strip shall be Santoprene® or equal.

D. Thermal Barrier

1. All exterior aluminum shall be separated from interior aluminum by a rigid, structural thermal barrier. For purposes of this specification, a structural thermal barrier is defined as a system that shall transfer shear during bending and, therefore, promote composite action between the exterior and interior extrusions.
2. The thermal barrier shall be INSULBAR[®] by ENSINGER, INC. or equal, consisting of two glass reinforced polyamide nylon 6/6 struts, mechanically crimped in raceways extruded in the exterior and interior extrusions.
3. Poured and debridged urethane thermal barriers shall not be permitted.

E. Glass

1. Glass shall be 0.25-inch (1/4") tinted tempered (Non-EHPA).
2. Tinted Impact resistance glass for EHPA's

2.02 FABRICATION

A. General

1. All aluminum frame and vent extrusions shall have a minimum wall thickness of 0.125-inch (1/8").
2. Mechanical fasteners, welded components, and hardware items shall not bridge thermal barriers. Thermal barriers shall align at all frame and vent corners.
3. Depth of frame and vent shall not be less than 2".
4. All frame and vent members shall be able to accommodate separate interior and exterior finishes and colors.

B. Frame

1. Frame components shall be mechanically fastened.

C. Ventilator

1. All vent extrusions shall be tubular.
2. Each corner shall be mitered, reinforced with an extruded corner key, hydraulically crimped, and "cold welded" with epoxy adhesive.
3. Each vent shall be pressure equalized utilizing two rows of Santoprene[®] weather stripping installed in specifically designed dovetail grooves in the extrusion.
4. The vent shall present a flush appearance with the exterior and interior of the main frame when in the closed position.

D. Muntins

1. Muntins shall be shop attached (non-removable), exterior grid designed to replicate steel, putty-glazed sash.

E. Screens

1. Screen frames shall be extruded aluminum.
2. Screen mounting holes in the window frame shall be factory drilled.
3. Screen mesh shall be stainless steel.

F. Glazing

1. All units shall be glazed with butyl tape, silicone cap seal, and extruded snap-in aluminum glazing bead, with vinyl gasket.

G. Finish

1. Windows shall be capable of having separate interior and exterior finishes and/or colors.
2. Selection of one of the following shop finishes shall be determined by specific job requirements and have OWNER approval:
 - a. AA-M10-C22-A41 or A31, AAMA611, Architectural Class I, Clear Anodic Coating.
 - b. AA-M10-C22-A44 or A34, AAMA611, Architectural Class I, Color Anodic Coating. Color as selected from Manufacturer's colors.
 - c. AA-M12-C42-R1X, Kynar 500[®] / Hylar 5000[®] Fluoropon[®], AAMA Guide Spec. 2605. Color as selected from Manufacturer's colors.

Part 3 – EXECUTION

3.01 INSPECTION

A. Job Conditions

1. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface, and are in accordance with approved shop drawings.

3.02 INSTALLATION

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Plumb and align window faces in a single plane for each wall plane, and erect windows and materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.
- C. Adjust windows for proper operation after installation.
- D. Furnish and apply sealants to provide a weather tight installation at all joints and intersections and at opening perimeters. Back (bead) caulk continuously subframes (receptors) and window frames. Continuously caulk all interior and exterior joints to ensure watertightness. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.

3.03 FIELD TESTING

- A. Windows shall be field tested for air infiltration and water resistance in accordance with AAMA 502 in the presence of the OWNER'S representative with a water hose.

3.04 ANCHORAGE

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

3.05 PROTECTION AND CLEANING

- A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, etc. Protection from this point shall be the responsibility of the general contractor.

END OF SECTION 08520

BID FORM & SPECIFICATIONS

LOCATION	DESCRIPTION	PRICE
1. Roosevelt Academy 115 East Street Lake Wales, FL 33853	24 Windows - (Fixed Over Project, Fixed & Project Out), including all glass, muntins, hardware, screens, mullions, subframes, signed and sealed shop drawings and freight to jobsite. Building 4, Room #s 04-001 through 04-005 As per the terms and conditions of this Invitation to Bid and any issued addendum (if applicable). <u>Furnish and deliver only (installation by PCSB In-House Construction).</u>	\$ _____
2. Union Academy Magnet 1795 East Wabash Street Bartow, FL 33839	89 Windows - (Fixed Over Project, Fixed & Project Out), including all glass, muntins, hardware, screens, mullions, subframes, signed and sealed shop drawings and freight to jobsite. Building 1, Room #s 01-001 through 01-006 Building 2, Room #s 02-001 through 02-003c Building 3, Room #s 03-001a through 03-005 Building 6, Room # 06-004 As per the terms and conditions of this Invitation to Bid and any issued addendum (if applicable). <u>Furnish and deliver only (installation by PCSB In-House Construction).</u>	\$ _____
3. Lakeland Senior 726 Hollingsworth Road Lakeland, FL 33801	128 Windows - (Fixed Over Project, Fixed & Project Out), including all glass, muntins, hardware, screens, mullions, subframes, signed and sealed shop drawings and freight to jobsite. Building 2, Room #s 02-001 through 02-008 (1 st floor) Building 2, Room #s 02-011 through 02-023 (2 nd floor) Building 3, Room #s 03-001 through 03-010 Building 4, Room #s 04-001 through 04-018 As per the terms and conditions of this Invitation to Bid and any issued addendum (if applicable). <u>Furnish and deliver only (installation by PCSB In-House Construction).</u>	\$ _____

Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS continued

LOCATION	DESCRIPTION	PRICE
4. Lake Region Senior 1995 Thunder Road Eagle Lake, FL 33839	9 Windows - (Egress windows), including all applicable glass, muntins, hardware, mullions, subframes, signed and sealed shop drawings and freight to jobsite. Building 1, Room # 01-119 (1 st floor) Building 1, Room #s 01-213, 01-215 and 01-217 (2 nd floor) Building 2, Room #s 02-202 and 02-203 (2 nd floor) Building 3, Room # 03-108 (1 st floor) Building 3, Room # 03-203 (2 nd floor) Building 4, Room # 04-104 (1 st floor) As per the terms and conditions of this Invitation to Bid and any issued addendum (if applicable). <u>Furnish and deliver only (installation by PCSB In-House Construction).</u>	\$ _____

Warranty: Shall be as per Section 1.09 on page 15.

Number of days required for delivery after receipt of Purchase Order and approval of Shop Drawings: _____ days

Project Contact Person: Rory Luce, Manager In-House Construction
(863) 534-0613

NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files

Please state company name and authorized signature _____

DAILY CONTACT AND FLORIDA PRODUCT APPROVAL NUMBER FORM
 (Duplicate as needed)

DAILY CONTACT / SERVICE COORDINATOR

Name: _____

Telephone: _____

Fax: _____

Email address: _____

FLORIDA PRODUCT APPROVAL NUMBERS SUBMITTAL SHEET

As required by Florida Statute 553.842 and Florida Administrative Code 9B-72, please provide information and product approval number(s) on the building components listed below if they will be utilized on the construction project for which you are applying. Your supplier should have product approval numbers and information. More information about statewide product approval can be obtained at: www.floridabuilding.org

Category/Subcategory	Manufacturer	Product Description	Approval Number(s)
WINDOWS			
1. Single Hung			
2. Horizontal Slider			
3. Casement			
4. Double Hung			
5. Fixed			
6. Mullion			
7. Wind Breaker			
8. Dual Action			
9. Other			

Please state company name and authorized signature _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree 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 procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

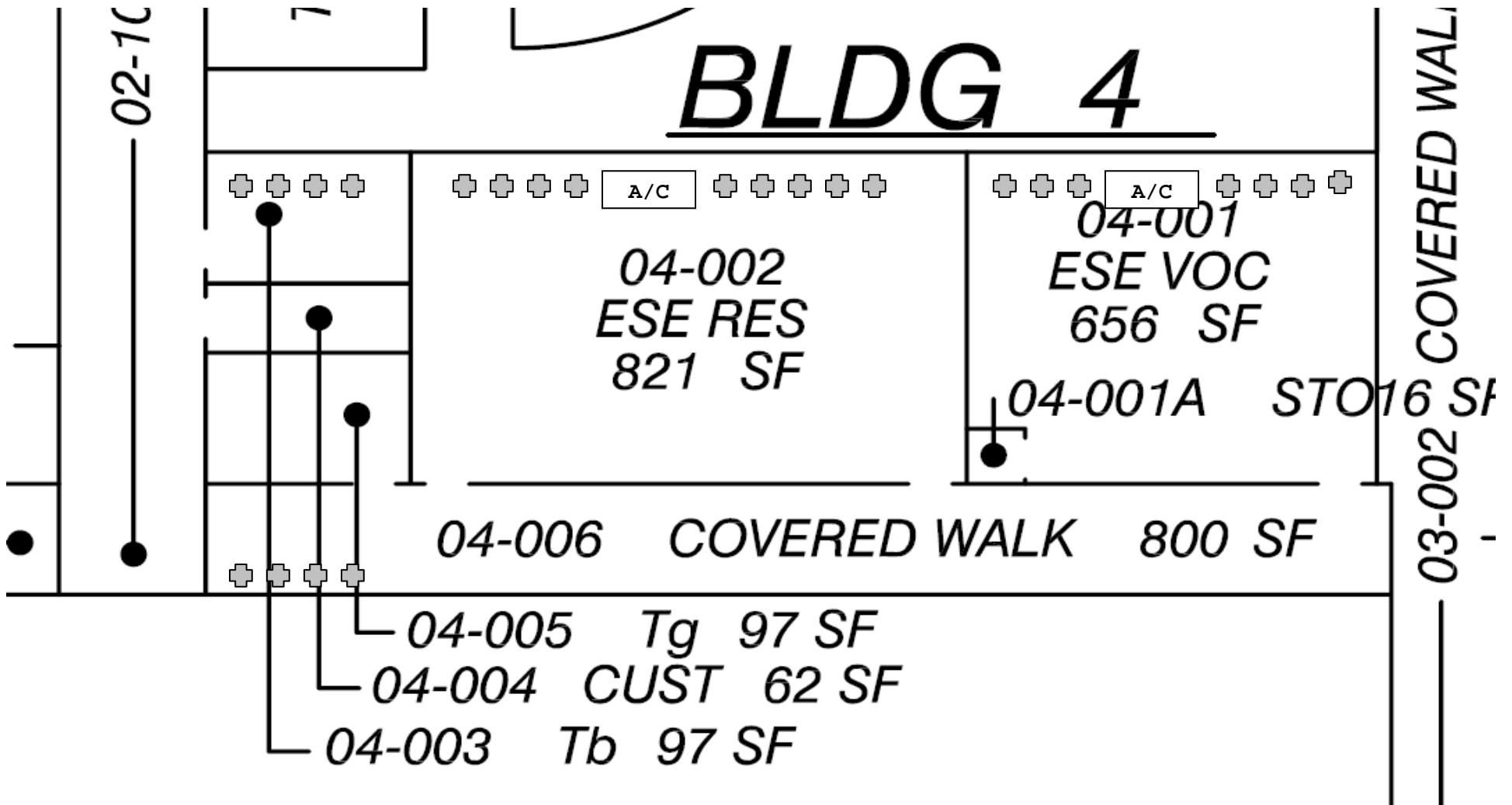
(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT the Polk County School Board reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.


Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	x		Florida product approval number for each type of window bid as listed in section 1.06 H. on page 14 of the Special Terms and Conditions of this Invitation to Bid. DAILY CONTACT AND FLORIDA PRODUCT APPROVAL NUMBER FORM on page 20.	7
	x		Provide the name, telephone number, fax and email address of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement. DAILY CONTACT AND FLORIDA PRODUCT APPROVAL NUMBER FORM on page 20.	7
		x	Completed and signed Drug Free Workplace Certification (optional).	20

Please state company name and authorized signature_____



NOT TO SCALE

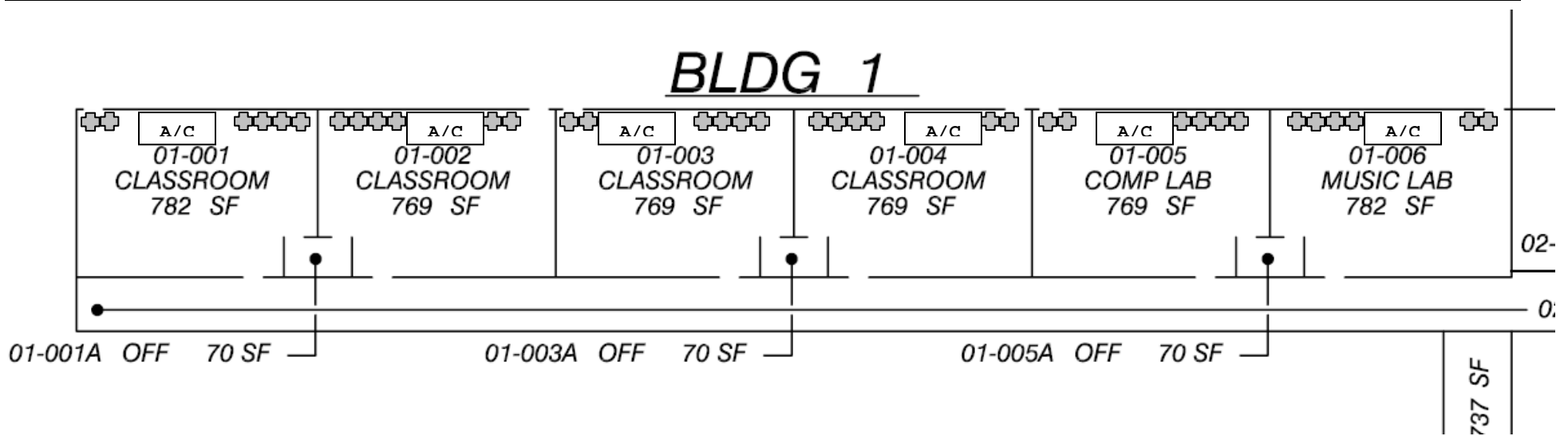
Roosevelt Academy Window replacement Project # 1293.1

 = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
 Window/Glass Materials - Term Contract
 Bid Number 045-MHH-0110
 Page 24 of 37



NOT TO SCALE

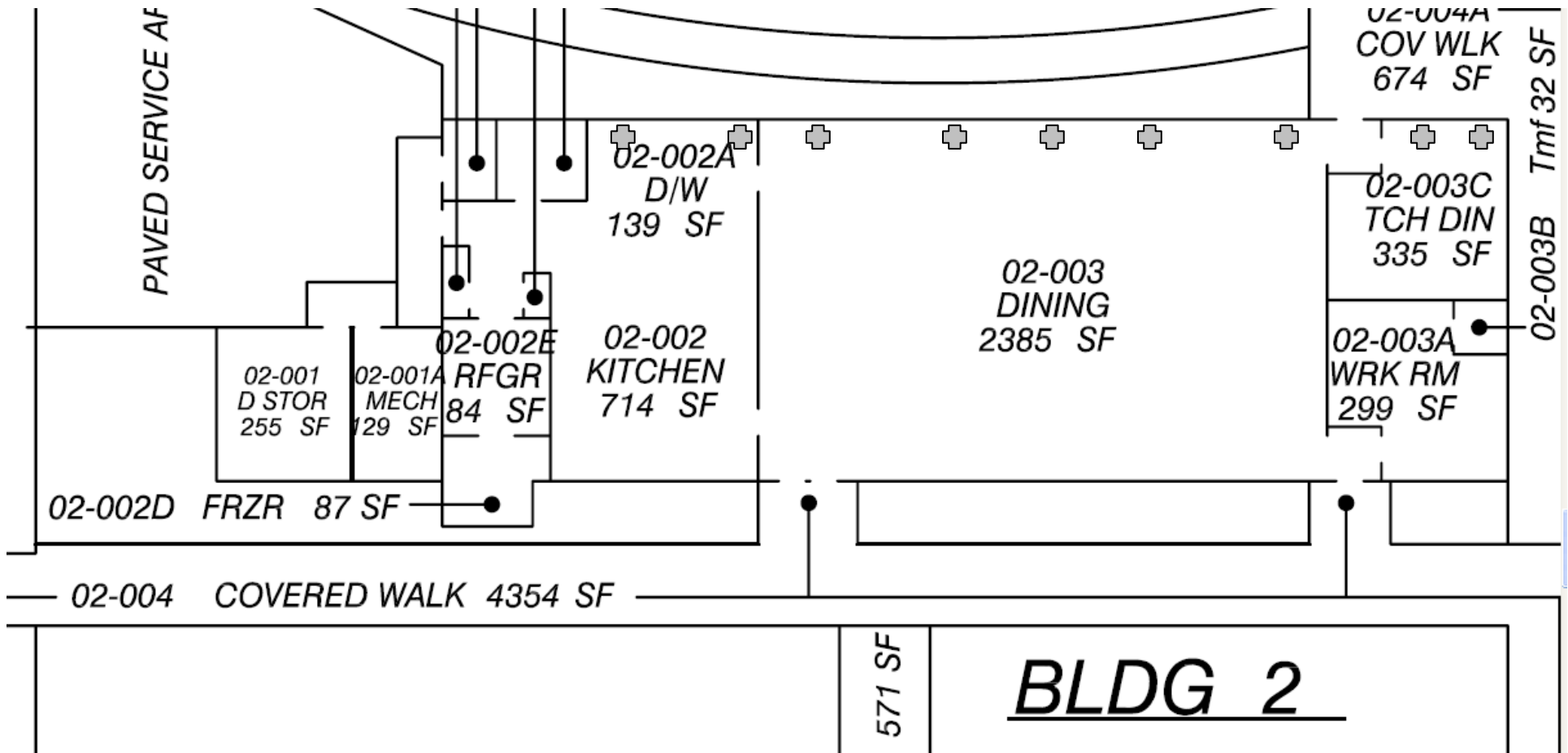
Union Academy Window replacement Project # 1297.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
 Window/Glass Materials - Term Contract
 Bid Number 045-MHH-0110
 Page 25 of 37



NOT TO SCALE

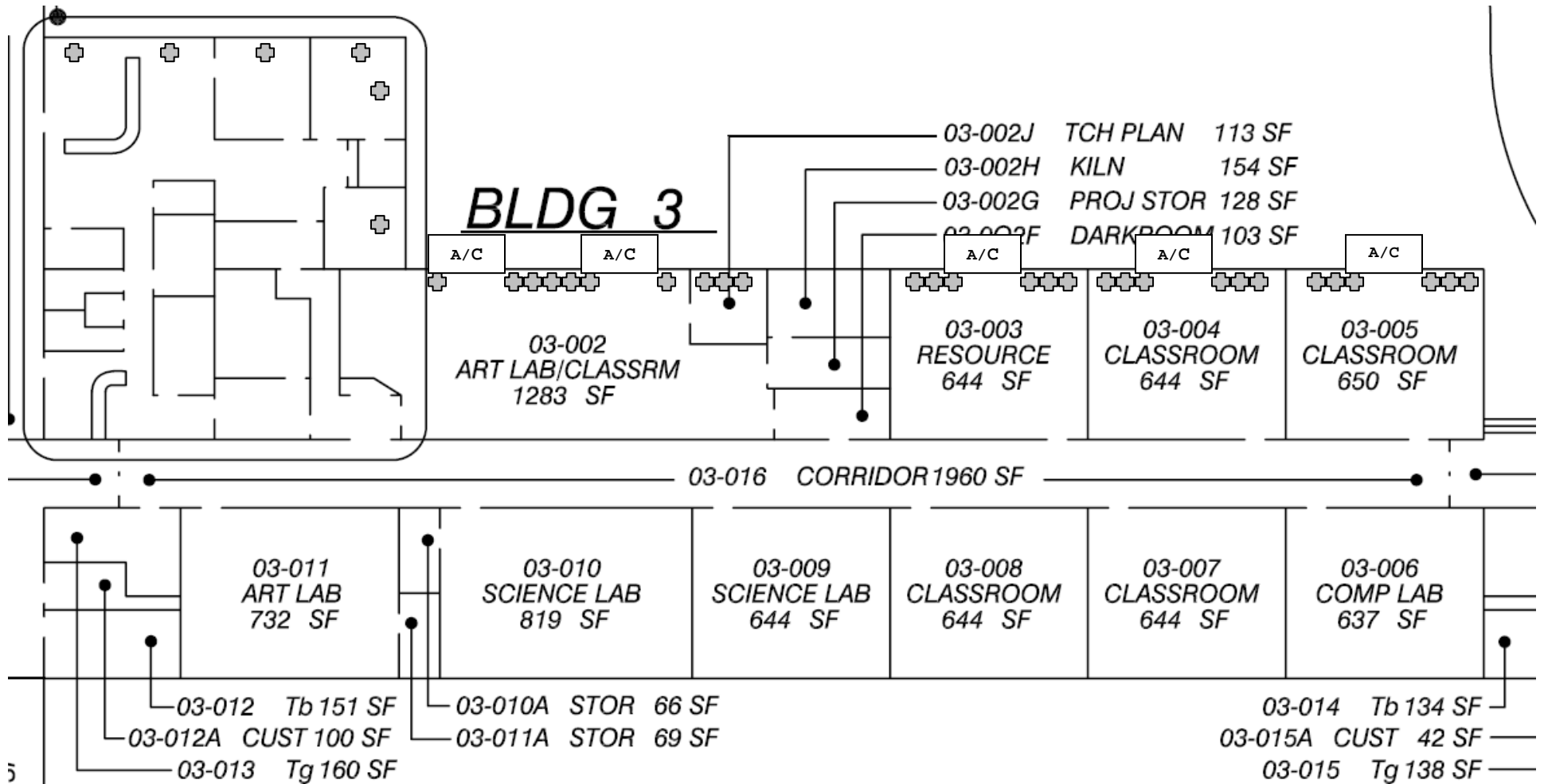
Union Academy Window replacement Project # 1297.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
 Window/Glass Materials - Term Contract
 Bid Number 045-MHH-0110
 Page 26 of 37



NOT TO SCALE

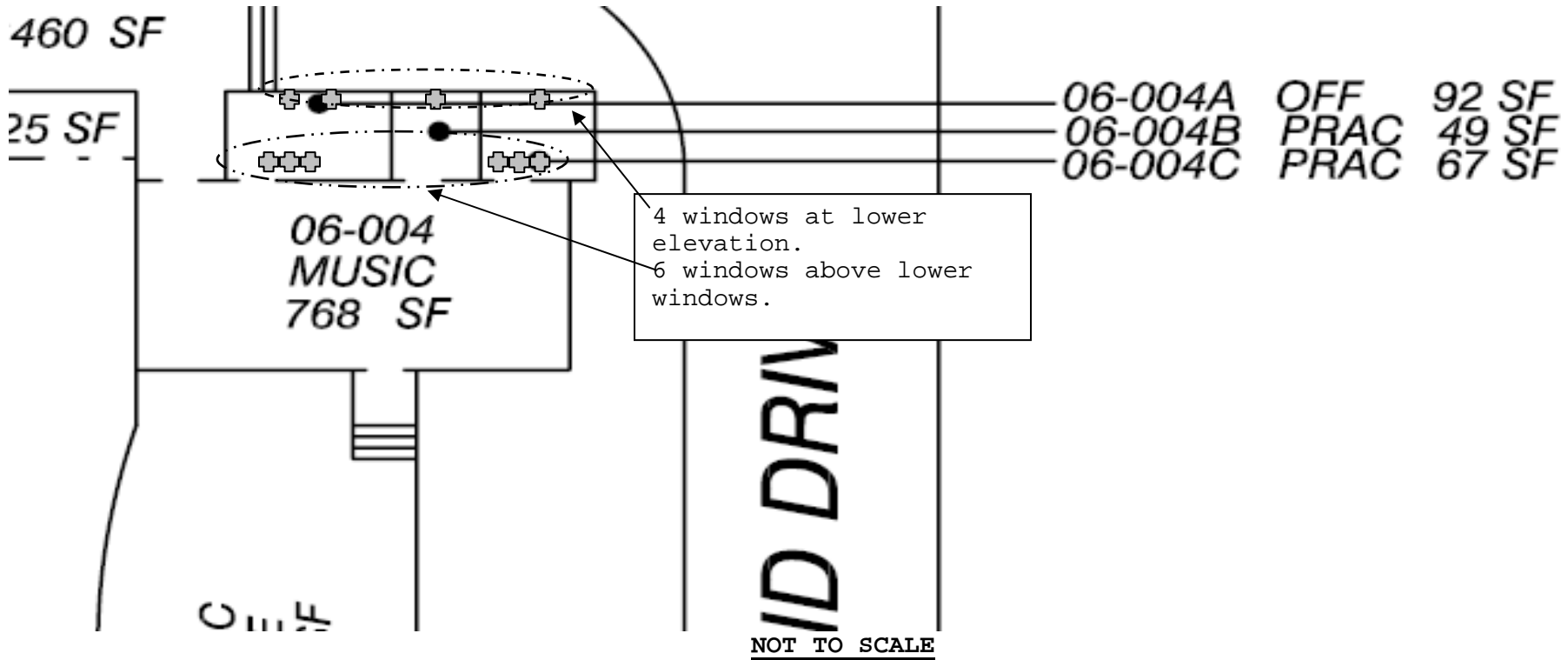
Union Academy Window replacement Project # 1297.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
 Window/Glass Materials - Term Contract
 Bid Number 045-MHH-0110
 Page 27 of 37



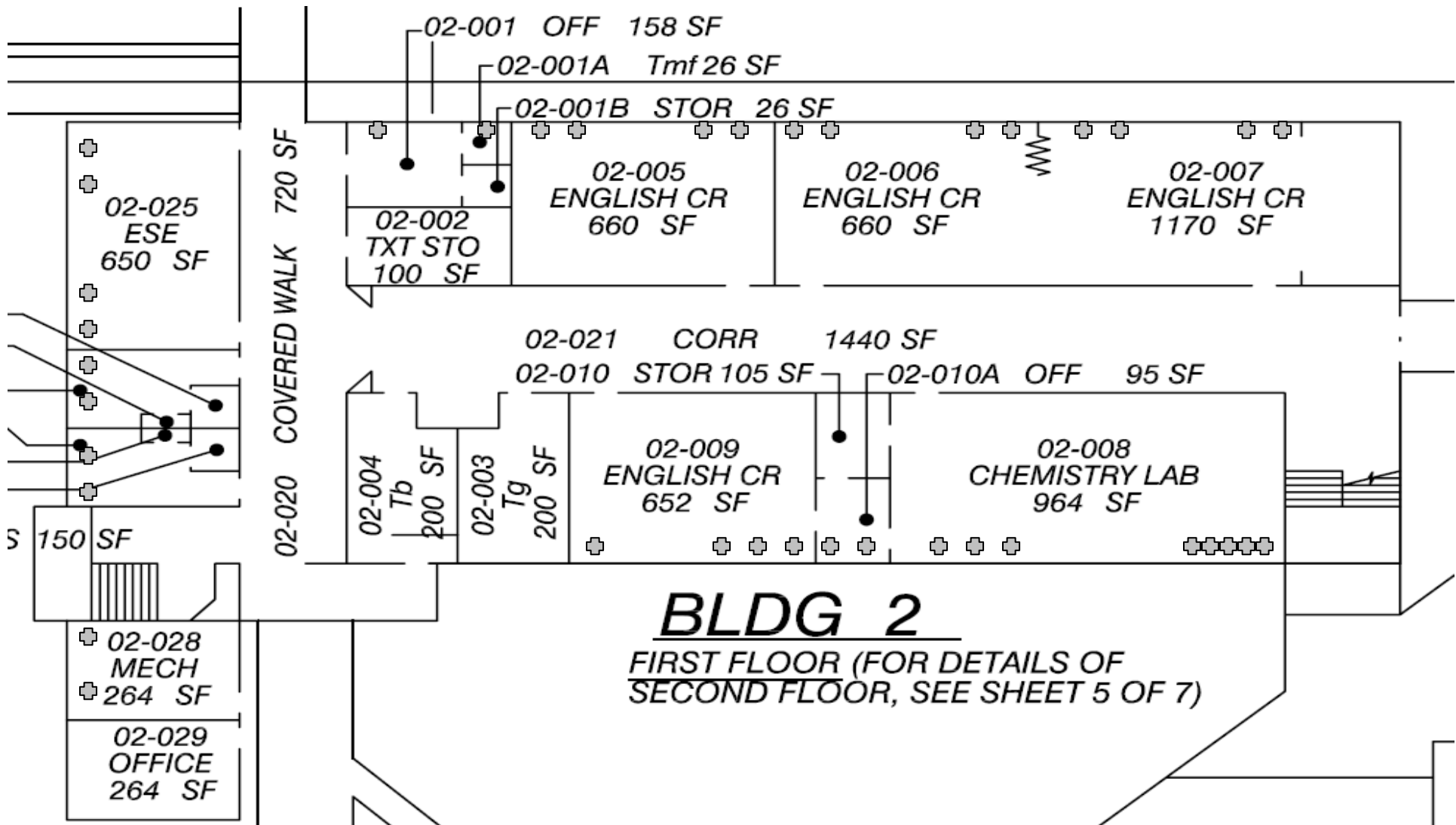
Union Academy Window replacement Project # 1297.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
 Window/Glass Materials - Term Contract
 Bid Number 045-MHH-0110
 Page 28 of 37



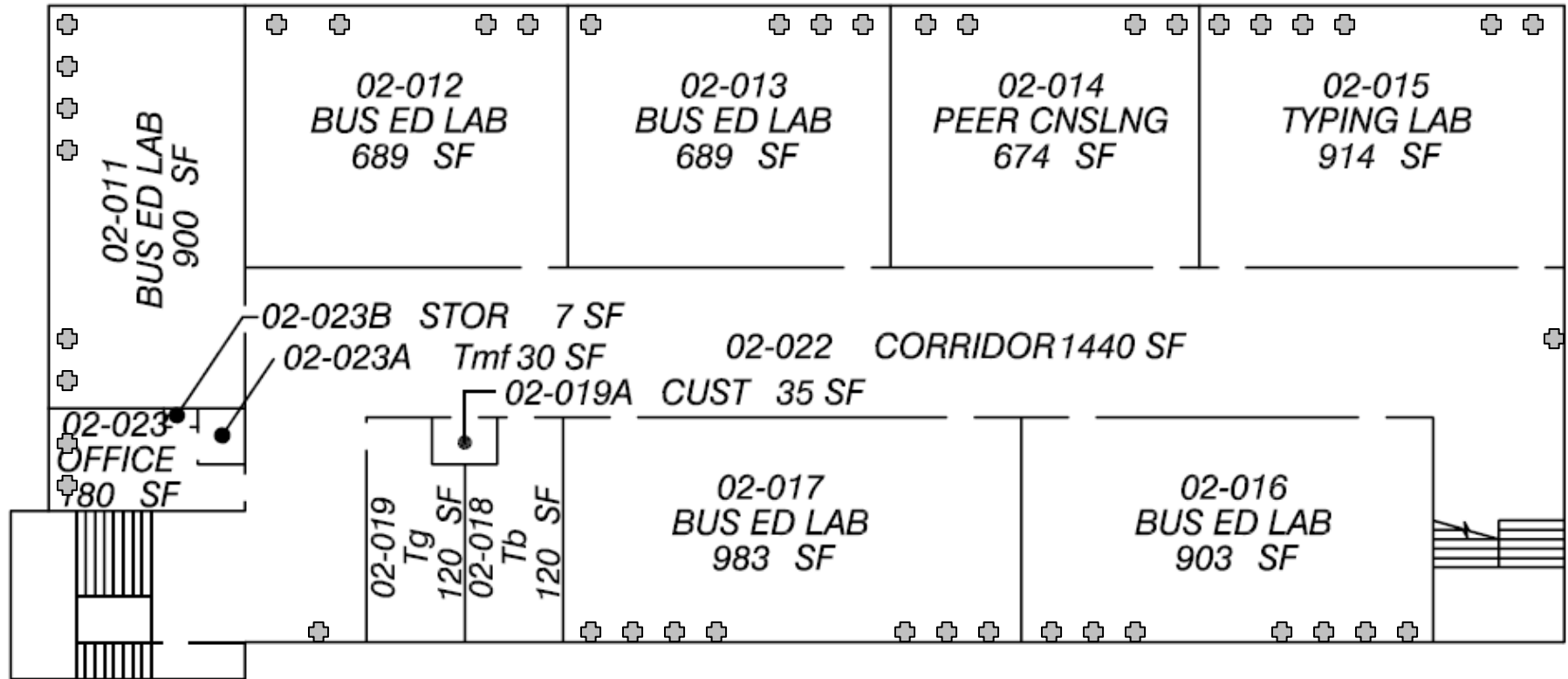
BLDG 2
 FIRST FLOOR (FOR DETAILS OF
 SECOND FLOOR, SEE SHEET 5 OF 7)

NOT TO SCALE

Lakeland Senior Window replacement Project # 1304.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____



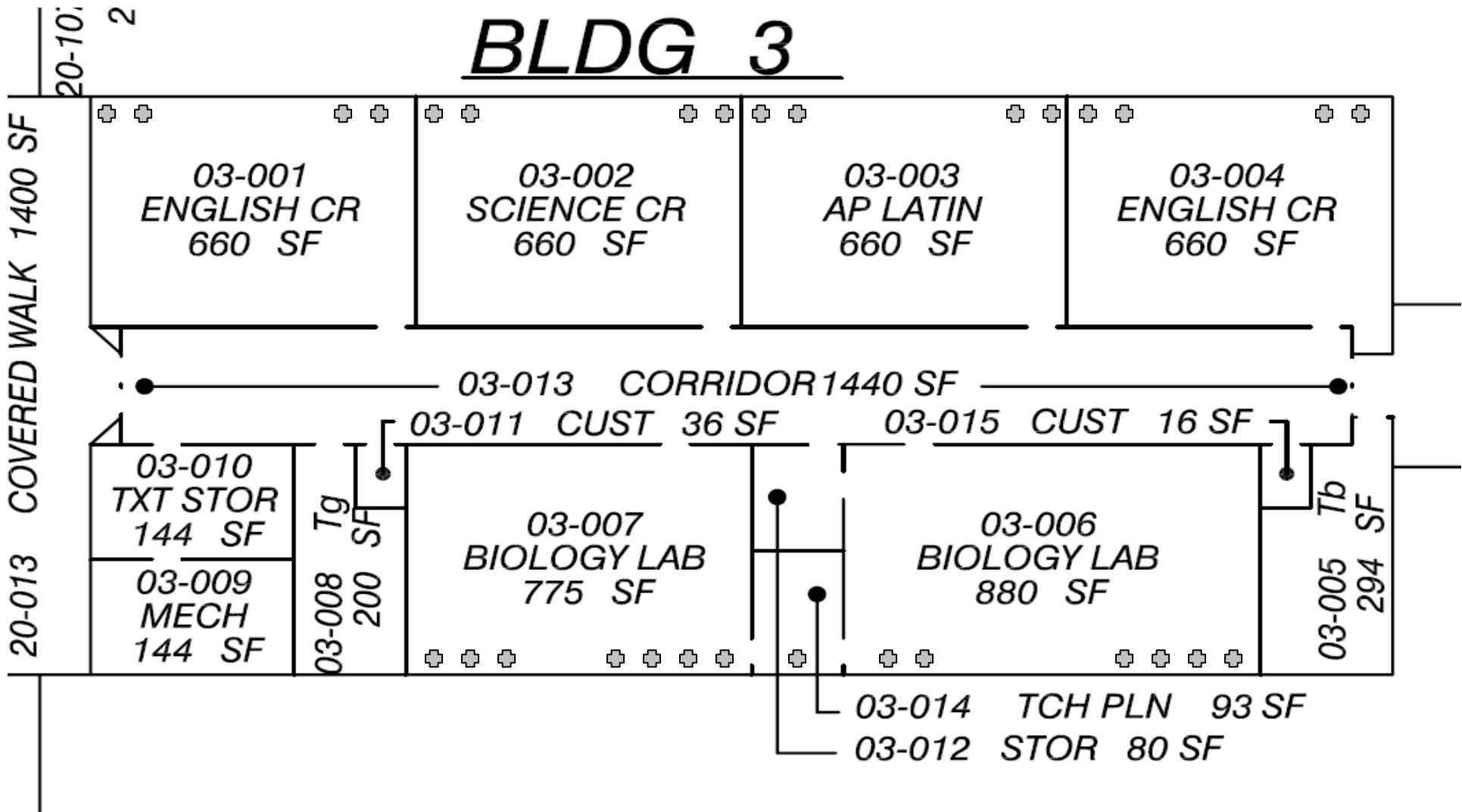
BLDG 2

SECOND FLOOR (FOR FIRST FLOOR)
NOT TO SCALE

Lakeland Senior Window replacement Project # 1304.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____



NOT TO SCALE

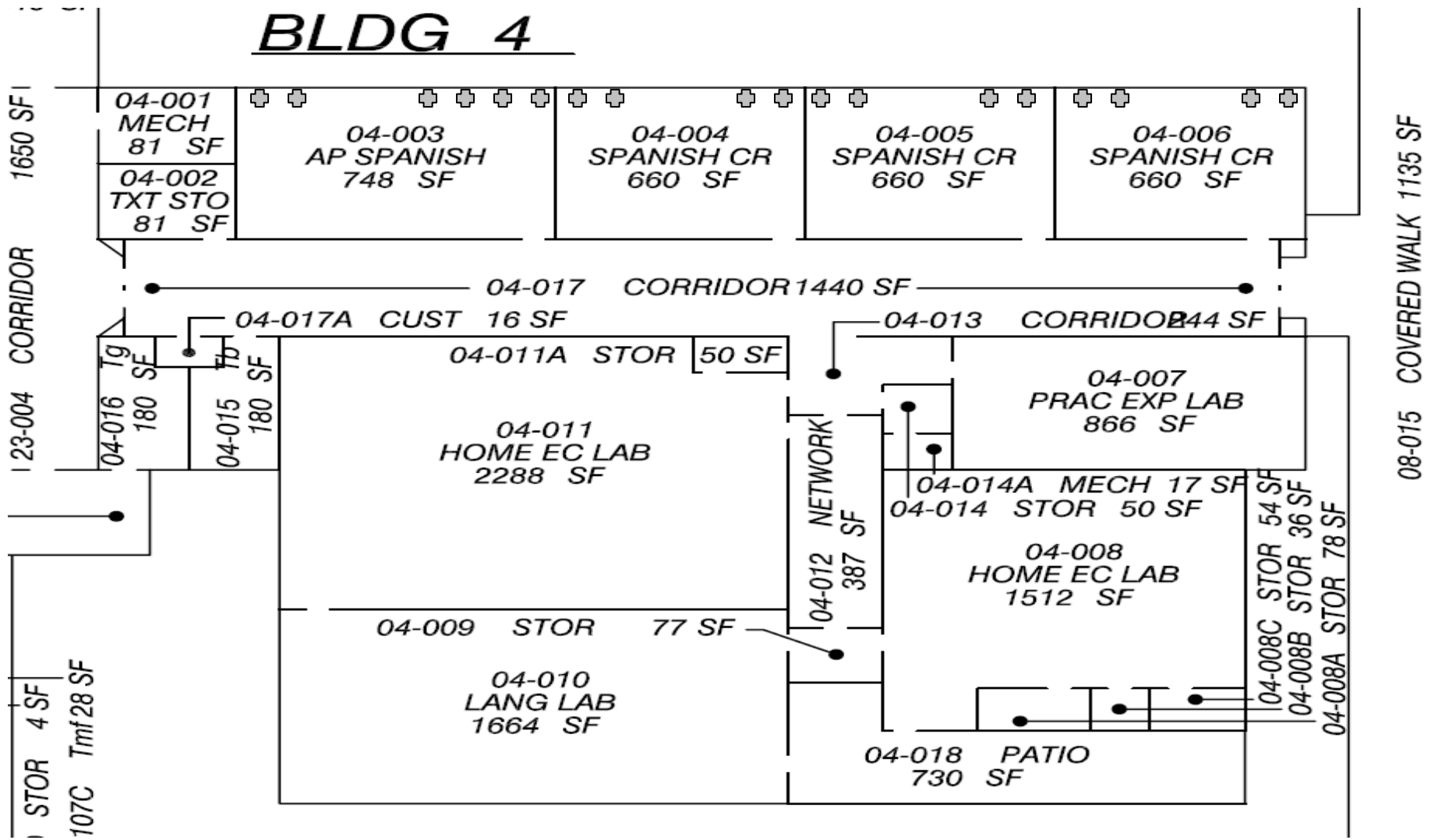
Lakeland Senior Window replacement Project # 1304.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
 Window/Glass Materials - Term Contract
 Bid Number 045-MHH-0110
 Page 31 of 37



NOT TO SCALE

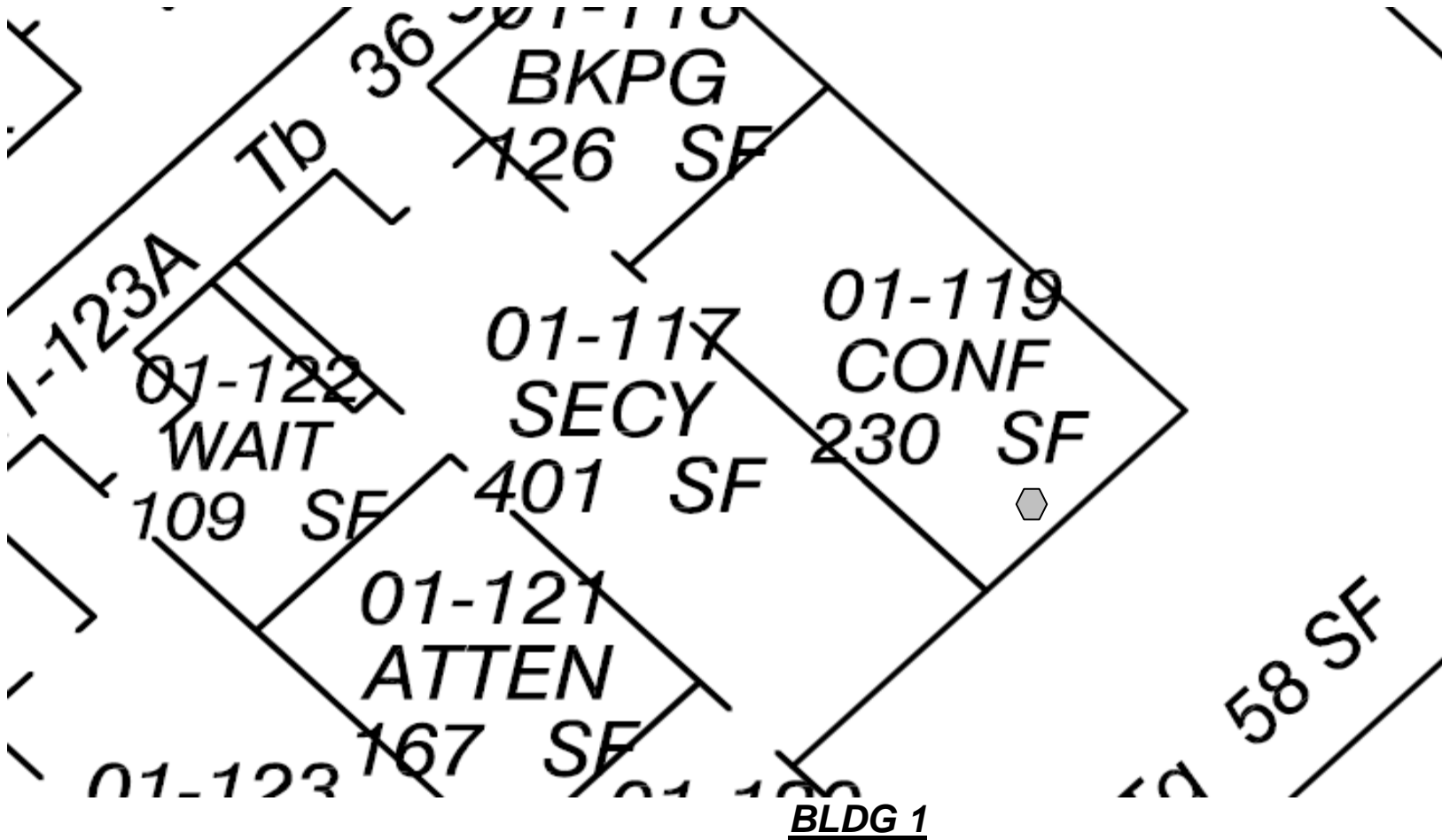
Lakeland Senior Window replacement Project # 1304.1

⊕ = Approximate location of existing window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
Window/Glass Materials - Term Contract
Bid Number 045-MHH-0110
Page 32 of 37



NOT TO SCALE

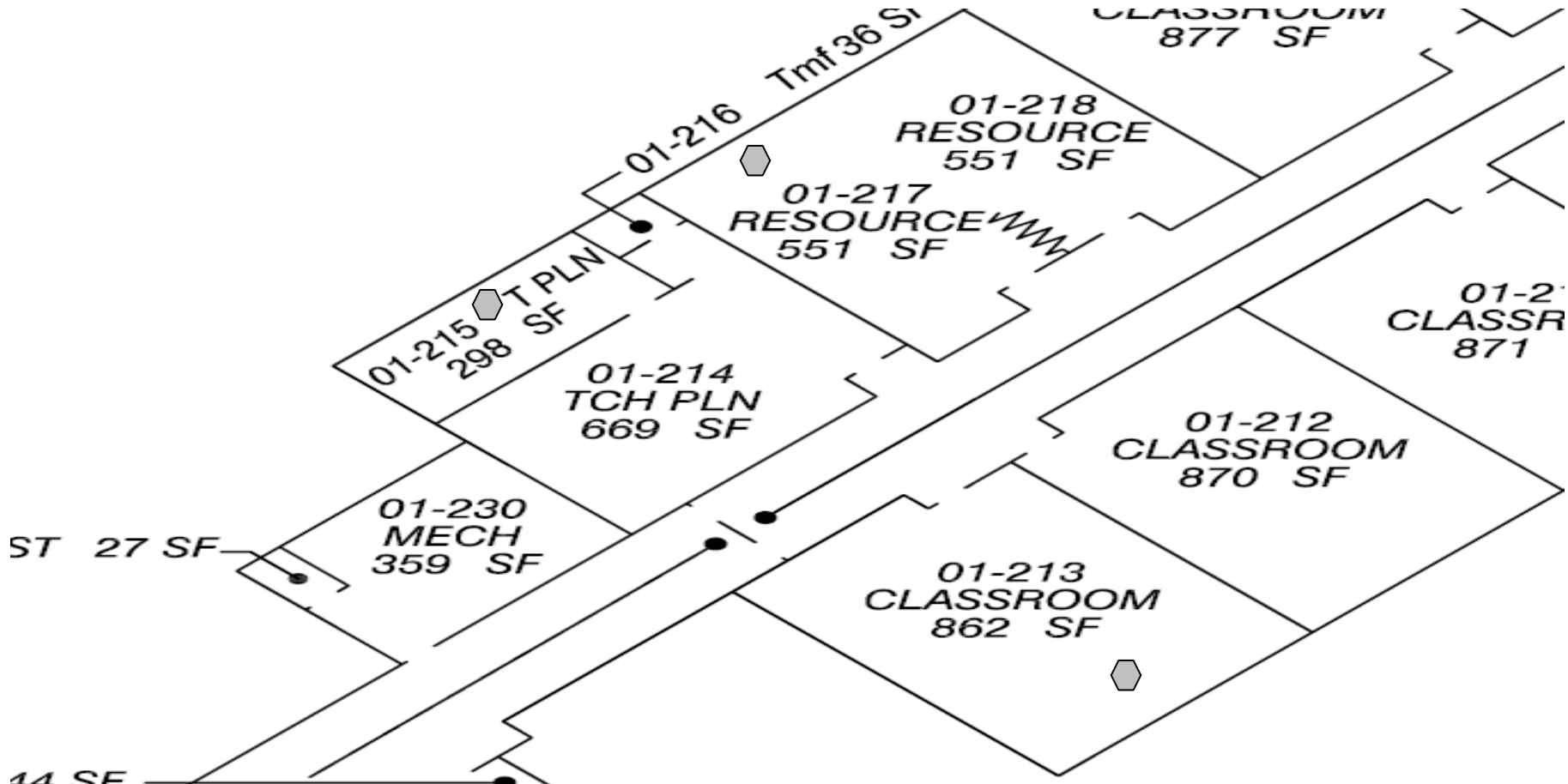
Lake Region Senior Window replacement Project # 1269.1

⬡ = Approximate location of existing egress window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
Window/Glass Materials - Term Contract
Bid Number 045-MHH-0110
Page 33 of 37



BLDG 1
NOT TO SCALE

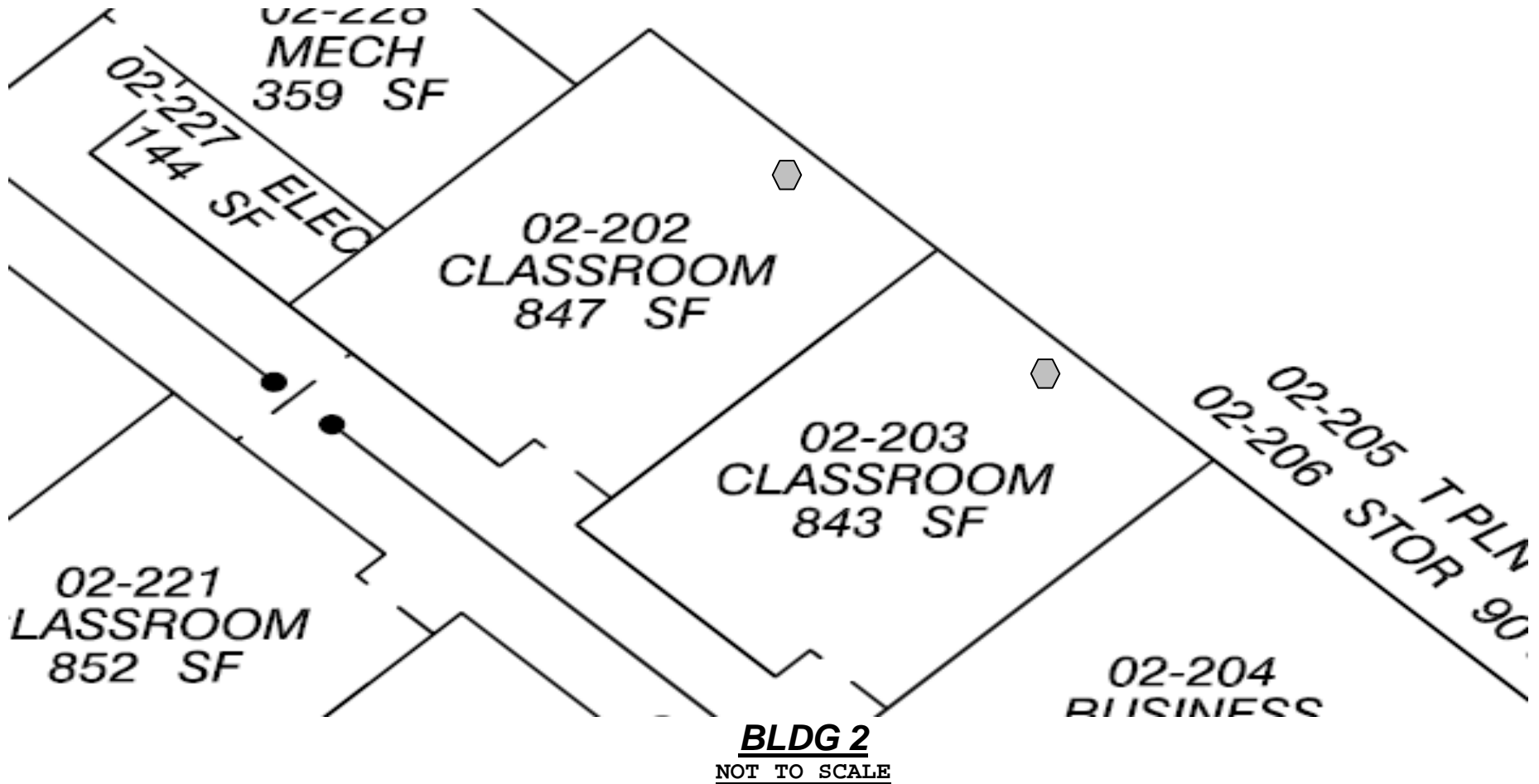
Lake Region Senior Window replacement Project # 1269.1

⬡ = Approximate location of existing egress window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
Window/Glass Materials - Term Contract
Bid Number 045-MHH-0110
Page 34 of 37



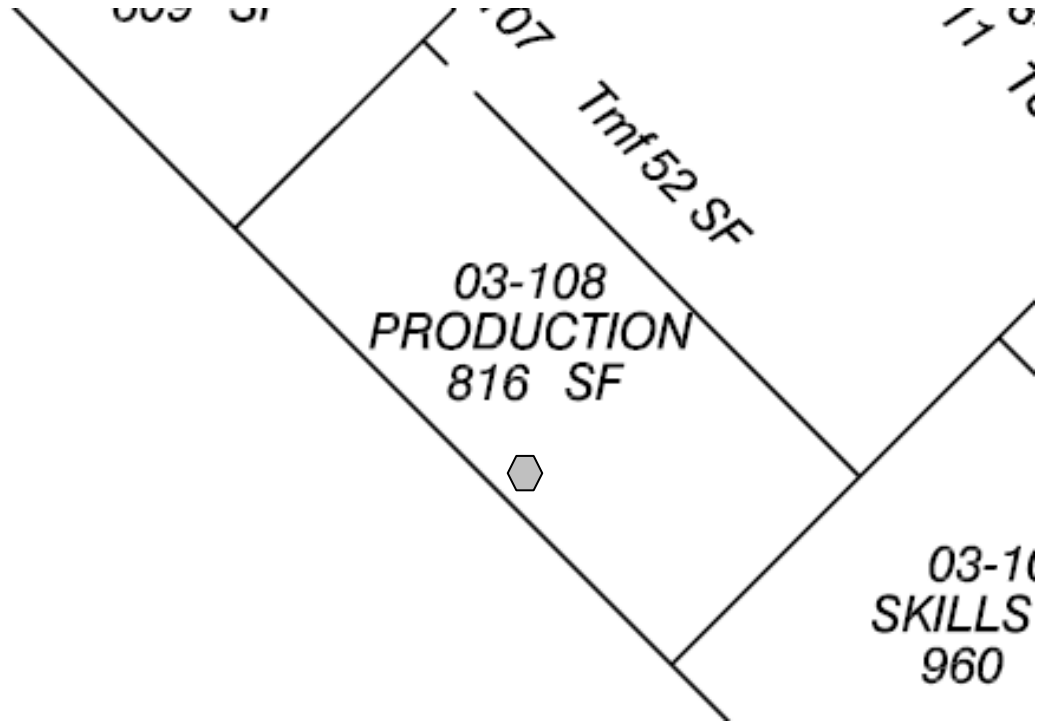
Lake Region Senior Window replacement Project # 1269.1

⬡ = Approximate location of existing egress window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____


APPENDIX A

The School Board of Polk County, FL
Window/Glass Materials - Term Contract
Bid Number 045-MHH-0110
Page 35 of 37



BLDG 3
NOT TO SCALE

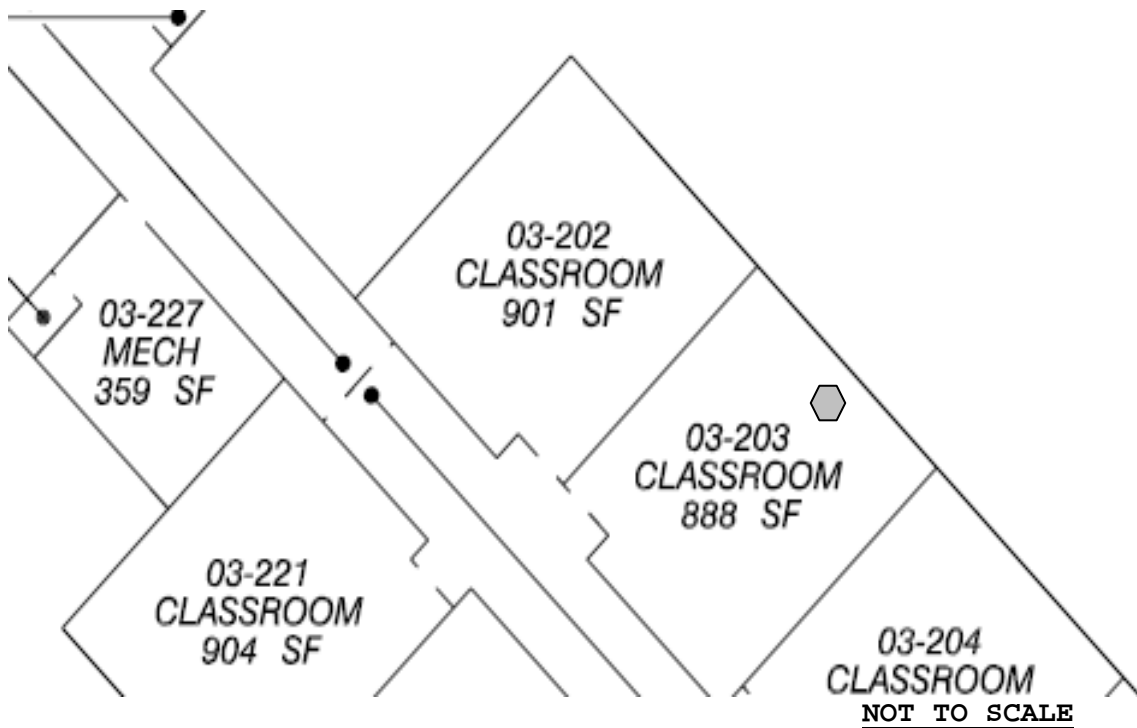
Lake Region Senior Window replacement Project # 1269.1

 = Approximate location of existing egress window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
Window/Glass Materials - Term Contract
Bid Number 045-MHH-0110
Page 36 of 37



BLDG 3

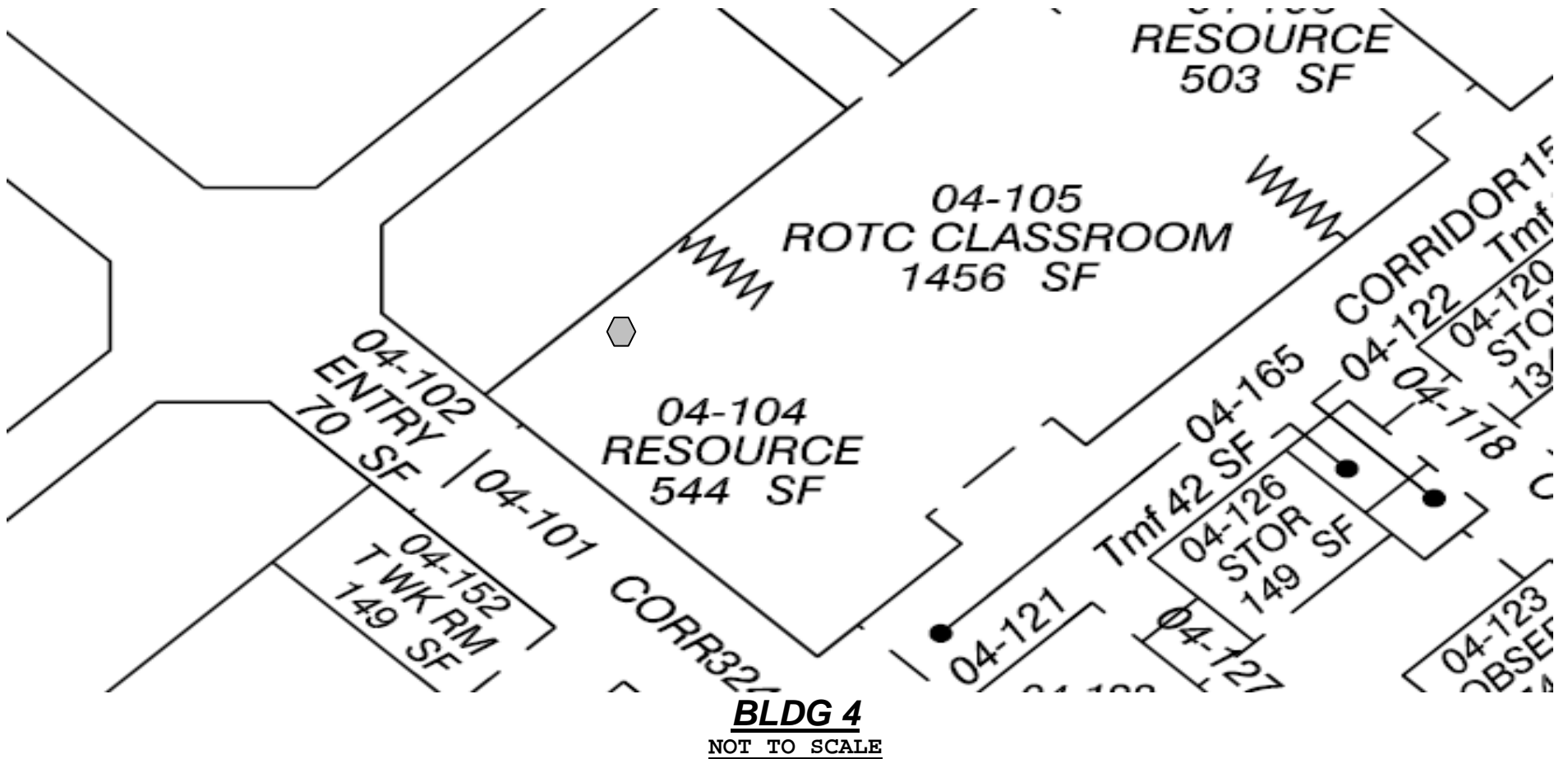
Lake Region Senior Window replacement Project # 1269.1

⬡ = Approximate location of existing egress window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____

APPENDIX A

The School Board of Polk County, FL
Window/Glass Materials - Term Contract
Bid Number 045-MHH-0110
Page 37 of 37



Lake Region Senior Window replacement Project # 1269.1

⬡ = Approximate location of existing egress window(s) to be replaced. Note this is a not to scale diagrammatic drawing and is to be used as a reference only. The School Board of Polk County DOES NOT warrant the accuracy of this drawing.

Please state company name and authorized signature _____