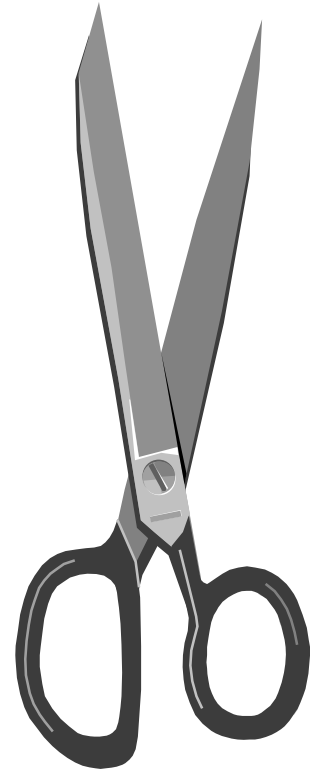


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

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.: 016-MHH-0912
BID TITLE: Relocation of Portable Classrooms/Buildings II
DUE DATE/TIME: September 1, 2011 @ 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 Relocation of Portable Classrooms/Buildings II

Bid File Number 016-MHH-0912 Posted August 17, 2011

Sealed bids will be received until 3:00 PM on September 1, 2011 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.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

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

1. **CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: October 31, 2012. Contract(s) awarded from this bid will begin on September 28, 2011 and will run through October 31, 2012.
2. **F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
3. **POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about September 7, 2011 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
4. **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.
34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 **MUST** be signed for your bid to be considered.
Rev.Pur. 8/2010

Special Terms and Conditions

A. **SCOPE:** The School Board of Polk County, Florida hereinafter referred to as "the District" intends to award a contract for all labor and materials for relocation of portable classrooms and/or buildings on a district wide basis. The units to be relocated consist of portable classrooms and/or buildings that are presently situated at various locations in Polk County. They are to be transported and set in place either on site or at a distant location within Polk County on due notice by the Districts Contract Administrator, or his duly assigned representative. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous. **For additional information, please see the Specifications and the BID FORM & SPECIFICATIONS starting on page 13 of 21 in this Invitation to Bid.**

B. **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at School Board of Polk County 1915 S Floral Ave. Bartow, FL 33830. Facsimile 863-534-0802 or email harold.hambyjr@polk-fl.net. All written questions must be received by the District's Purchasing Department no later than 3:00 pm August 25, 2011. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. No additional questions will be accepted after the deadline indicated above.

C. **OFFICIAL RESPONSES:** On or about August 26, 2011 the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

D. **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.

E. **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.

F. **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.

G. **SIGN IN REQUIREMENTS:**

1. For the safety and security of children and staff, it is imperative that school personnel be aware of all non-school personnel on the campus.
2. All contractors/workers are required to sign in at the school office upon arrival each day and to sign out when departing.

3. All contractors/workers shall wear Polk County School Board Vendor/Contractor photo identification at all times while on school grounds.

H. AWARD OF CONTRACT:

1. The District reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
2. It is anticipated there will be a recommendation for award of contract based on the lowest composite (all or none) bid received from a responsive and responsible bidder. This will be the Primary Contractor award. There may be an additional award based on the second lowest composite bid received from a responsive and responsible bidder. This would/will be the first alternate award. The District reserves the right to make additional alternate awards based on the next lowest composite bid received from a responsive and responsible bidder if it is in the District's best interest to do so. In the event there is a scheduling conflict, or if the Primary Contractor is unable to complete a given project satisfactorily or in a timely manner, the District's Contract Administrator, or his duly assigned representative may request the services outlined in this Invitation To Bid from the first alternate awardee; if the first alternate awardee is unable to perform as outlined above the District's Contract Administrator, or his duly assigned representative may select the next awarded alternate awardee. If in the opinion of the District's Contract Administrator, or his duly assigned representative the order exceeds the capability of the primary contractor, the services outlined in this Invitation to Bid may be purchased from the first alternate awardee; if the first alternate awardee is unable to perform as outlined above the District's Contract Administrator, or his duly assigned representative may select the next awarded alternate awardee.
3. The composite (all or none) bid price for each submitted bid will be calculated as follows:
 - ❖ The line item total bid price for each item number will be determined by multiplying the bidder's unit price by the estimated quantity for each item number in the BID FORM & SPECIFICATIONS. For example, item number 1 unit price multiplied by the estimated quantity equals line item number 1 total bid price. This process will be repeated for all item numbers.
 - ❖ Bidders total composite (all or none) bid price will be determined by adding the item number total bid price for Item Number 1 through Item Number 9 on the BID FORM & SPECIFICATIONS.
4. Failure to satisfactorily perform current or past contracts may result in the rejection of a bid as non-responsible.
5. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the BID FORM & SPECIFICATIONS. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

I. INVOICING: Invoices shall be typed, and must indicate the location where each portable was located and to where the portable was moved. Each portable has a District assigned prefix, building and room number. This identifying information **must** be on the invoice. Invoices shall be numbered to prevent confusion. The authorizing Purchase Order shall be referenced on each invoice. In

general, invoices received by Friday morning will take a minimum of TWO weeks before payment is made. Prior to payment being issued the work will be inspected by the Contract Administrator, or his duly assigned representative and all punch list items will be satisfactory completed. Each invoice will be held until each item on the invoice is acceptable and all punch list items are complete. Any damages by a contractor will be resolved before any open invoice is paid. Incomplete, inaccurate and improper invoices will be returned without payment.

J. **DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees 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).

K. **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 District may pursue any and all legal remedies as provided herein and by law. The District 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 District will be relieved of all obligations under said contract. The District will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

L. **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.

M. **QUALIFICATIONS OF BIDDERS AND SUBMITTALS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and/or requirements and provide documentation of same as requested below. Please return required submittals listed in items 1, 2, 3 and 4 (if applicable) with your sealed bid. The required submittal in item 5 must be returned with your sealed bid or the bid will be rejected as non-responsive.

After bid opening the District reserves the right to request the required submittals listed below (1, 2, 3, and 4 {if applicable}) should bidder not return these submittals with their bid packet. Furthermore the District reserves the right to request additional clarification of any item submitted by the bidder in response to this Invitation to Bid. Any requested additional information must be received by the District's 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 bidder must demonstrate satisfactory experience relocating portable classrooms and/or buildings similar to the types of buildings described in section BB. of this Invitation to Bid. Relocation of single and multistory frame and block type construction buildings that were built on site will meet or exceed the experience requirements of this Invitation to Bid. As documentation to support satisfactory experience the bidder shall provide the information requested on the BIDDER REFERENCE FORM on page 18, for a minimum of three recent jobs relocating portable classrooms and/or buildings similar to the types of buildings described in section BB. of this Invitation to Bid and/or relocating single and multistory frame and block type construction buildings that were built on site. These jobs may have been performed for a single customer or for multiple customers.

The District will accept references for jobs performed by the bidder as a sub contractor relocating portable classrooms, portable buildings, and/or relocating single and multistory frame and block type construction buildings that were built on site.

For the purpose of this Invitation to Bid, recent is defined as any job(s) performed since January 1, 2006. References for job(s) performed prior to January 1, 2006 will be considered non-responsive.

A BIDDER REFERENCE FORM is provided for these references on page 18 of this invitation to bid.

2. The bidder shall provide a name and telephone number of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement. Space is provided for this on the SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 19.
3. The bidder shall provide a name and telephone number of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. Space is provided for this on the SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 19.
4. The bidder should submit the name and address of any subcontracting firm that the bidder intends to use if the bidder intends to subcontract any portion of this work. Space is provided for this on the SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 19.
5. Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of \$5,000.00. The Check or Bid Bond, made payable to The School Board of Polk County, Florida shall serve as evidence of good faith and the bidders solvency to perform the services under this bid. The Check or Bid Bond will be returned to bidders after award of the contract. **(SUBMITTAL REQUIRED.)** Failure to submit a Certified or Cashier's Check or Bid Bond with your sealed bid will result in the bid being rejected as non-responsive.

N. **PERFORMANCE QUALIFICATIONS:** The District reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered

by Bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. In determining Bidder's responsibility as a vendor, the District may consider all information or evidence which is gathered or comes to the attention of the District which demonstrates the Bidder's capability to fully satisfy the requirements of the solicitation and the contract.

Bidder must be prepared, if requested by the District, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Bidder for the production, distribution, and servicing of this service bid. If the District determines that the conditions of the solicitation documents are not complied with, or that the service proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the District may reject the response or terminate the Contract. Bidder may be disqualified from receiving awards if bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This section shall not mean or imply that it is obligatory upon the District to make an investigation either before or after award of the Contract, but should the District elect to do so, bidder is not relieved from fulfilling all Contract requirements.

O. **SUBCONTRACTORS:** If a bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm should be submitted along with their bid for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements as specified in Section F. The District reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who (in the opinion of the Superintendent Of Schools, or designee) is not in the position to perform this award. The District reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the District elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the District.

P. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the District for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The District may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

Q. **LIQUIDATED DAMAGES:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder certifies and warrants their acceptance of this Liquidated Damages clause. Should the awarded Contractor fail to perform under the terms and conditions of this bid the Contractor agrees to make payment to the School Board of Polk County (the District) in an amount of \$200.00 per portable classroom/building relocation per day, per occurrence, unless the failure to perform was caused by acts or omissions of the District. Violations of the Terms and Conditions of this bid shall include but are not limited to:

Please state company name and authorized signature _____

- ❖ Failure to meet the time frames listed in Section U. Performance of Contract.

In addition to the above requirement for Liquidated Damages, the District may hold the bidder responsible for any additional damages or costs incurred by the District as a result of the bidder's actions.

R. 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.

S. USE OF OTHER CONTRACTS: The District 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 District 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.

T. COMMENCEMENT OF WORK: Moving contractors will be expected to have their equipment ready, operating and on the designated school site to start moving portables on September 28, 2011 (contingent upon Board approval). Moving contractors will be expected to have their equipment ready, operating and on the designated school site to start moving portables upon receipt of a duly authorized purchase order. Contractor must be equipped and have sufficient manpower to remove, transport, relocate and complete the setup on at least two portables per day for a total of 10 per week. The District will determine when portables are moved and where. Empty return runs to any particular school should be expected.

U. PERFORMANCE OF CONTRACT: The awarded bidder must be able to perform the services listed in this contract within the minimum time frames noted below. Repeated failure to perform within these timeframes shall be considered cause for the District to assign work to the first alternate awardee, if the first alternate awardee is unable to perform the contract then the District will have the option to assign work to other alternate awardees as applicable. If an awarded bidder continues to fail in performance of contract the District reserves the right to cancel the contract award as indicated in Section K. of the Special Terms and Conditions of this Invitation to Bid.

1. **Emergency request for service:** The District's Contract Administrator or his duly assigned representative will phone the awarded bidder's contact person as indicated in the DAILY CONTACT INFORMATION and SUBCONTRACTORS form on page 19 to request the emergency service. The awarded bidder's contact person must respond within two (2) hours of the request for emergency service and must have staff and equipment onsite within four (4) hours of

the initial request for emergency service(s). Emergency request shall be defined as but not limited to any situation that poses a risk to students, staff, and/or property or impedes the Districts ability to operate normally. Failure to respond to an Emergency request for service or failure to perform the Emergency service may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section Q. of this invitation to bid.

2. **Scheduled (Non-emergency) request for services:** The District's Contract Administrator or his duly assigned representative will phone, fax or email the awarded bidders contact person as indicated in the CONTACT INFORMATION and SUBCONTRACTORS form on page 19 to request scheduled service. The awarded bidder shall have no more than one (1) business days (Board holidays and weekends shall be excluded from the one (1) day time period) to confirm receipt of the scheduled request and make arrangements to discuss the scope of the request and schedule the service with District staff. Failure to respond to a scheduled request for service or failure to perform scheduled service when scheduled as indicated above may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section Q. of this invitation to bid.
3. **Callbacks / Punch list repairs:** The awarded contractor (or his representative) shall inspect request for punch list repairs resulting from a specific installation within two (2) business days after notification of the punch list repair. Corrections shall be made within three (3) business days of the Contractors inspection unless the Director of Maintenance (or designee) has approved an extension for this requirement. Failure to respond to a punch list repair request or failure to perform the punch list repair as indicated above may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section Q. of this invitation to bid.

V. **RESTRICTIONS ON CONTACTING THE DISTRICT:** Upon the issuance of this Invitation to Bid, all contact with the District **must** be made through the designated contact person listed in Section B. Potential Bidders **must** limit communication with the designated contact to the means specified in this Invitation to Bid. Other District employees and representatives of the District are instructed not to answer questions regarding the bid or otherwise discuss the contents of the bid with potential bidders or their representatives. Any contacts made with other District employees or representatives of the District will be reported to the Purchasing Department. Potential Bidders shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

W. **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.

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

Y. **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.

Z. **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 District 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 \$100,000 Property damage (per accident)
(All owned autos, or any auto if vehicles other than owned are used).	
Coverage for Transit, Loading & Unloading, & Installation, All Risk	\$100,000 replacement value per occurrence
(Cargo insurance will meet the requirement of the Invitation to Bid provided the cargo coverage specifically includes transit, loading, unloading and installation hazards on an all risk basis and provides coverage listed above.)	

- 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, automobile liability insurance and coverage for transit, loading & unloading, & installation, all risk. 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.

AA. **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

Please state company name and authorized signature _____

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

BB. 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.
2. **Types of Buildings:** All buildings are to be setup to allow the top of the threshold to be a maximum of 30" above ground level (preferably 28").
 - ❖ **Type I and II Buildings:** Non-Flammable Construction. These buildings are of steel frame construction, approximately 24' x 36' in base dimensions and are designed to be relocated. Using proper preparation these buildings should be moved in one piece. The buildings are to be set level with the elevation of the floor being + - 1/4" in all areas and not less than fourteen (14) inches from grade to bottom of steel sill at lowest point on existing piers and bases. The contractor shall furnish any additional piers and bases necessary for proper support of the building.
 - ❖ **Type V Buildings:** Wood Floor, Wood Frame Walls. These buildings are of wood frame construction, approximately 24' x 30'-36' in base dimensions and are designed to be relocated. Using proper preparation

these buildings should be moved in one piece. The buildings are to be set level with the elevation of the floor being + - 1/4" in all areas and not less than fourteen (14) inches from grade to bottom of wood sill at lowest point on existing piers and bases. The contractor shall furnish any additional piers and bases necessary for proper support of the building.

❖ **Restrooms:** Wood Floor, Wood Frame Walls. These buildings are of wood frame construction, approximately 8'-10' x 20'-24' in base dimensions and are designed to be relocated. Using proper preparation these buildings should be moved as a mobile home in one piece. The buildings are to be set level with the elevation of the floor being + - 1/4" in all areas and not less than fourteen (14) inches from grade to bottom of wood sill at lowest point on existing piers and bases. The contractor shall furnish any additional piers and bases necessary for proper support of the building.

3. **Permits Incidental to Relocations:** It shall be the responsibility of the contractor:

- (a) To secure all necessary permits and furnish the District with copies of all current permits and authorizations (this cost shall be included in the per unit bid price);
- (b) To provide any and all escort vehicles (this cost shall be included in the per unit bid price);
- (c) To secure authority to traverse the public highways, when required, and to assume responsibility for any interruptions (this cost shall be included in the per unit bid price);
- (d) To arrange for the disconnecting or reconnecting of public or private utility lines, (including, but not limited to, underground pipes, cable, and telephone lines {this cost shall be included in the per unit bid price}); The District will be responsible for the disconnect/reconnect of utility lines at the building which is being relocated;
- (e) Prior to transporting each portable, to submit to all concerned agencies, including the District, maps and/or information showing routes to be used in transporting portables (this cost shall be included in the per unit bid price)
- (f) The district will be responsible for locating underground utilities on District owned property. If the contractor deviates placement of a building from the site indicated by District staff without prior approval from the District then the contractor will be responsible for repairs to any damage they do to underground utilities.

4. **Other Contractor Responsibilities:**

- (a) The contractor assigned relocation of a specific portable building will be considered the primary contractor for that move and will coordinate with all other contractors. Lack of cooperation or communication by any contractor may result in the loss of building moving assignments or other contracts.
- (b) To furnish all labor, equipment and materials which pertain to the removal, transporting and repositioning of each building. All

- cost associated with relocating the building(s) shall be included in the per unit bid price. (Any other work or materials required which are to form a part of the building must be subject to prior approval or the issuance of an applicable purchase order by the District.)
- (c) The building relocation contractor is responsible for coordinating electrical disconnects with District personnel and the District's electrical contractor.
 - (d) The building relocation contractor is responsible for coordinating the relocation of steps and ramps with District personnel and the District's step/ramp relocation contractor. All hitches, axles and wheels are to be transported to designated storage locations by step/ramp contractor.
 - (e) The building relocation contractor shall be responsible for damage they cause to platforms, steps, ramps, other portable buildings, permanent buildings and other District property during relocation (including but not limited to windows, roof, siding, sidewalks, fences, gates, etc.).
 - (f) The building relocation contractor shall contact the Contract Administrator's office early each morning during the moving of portables for the purpose of giving an update on the relocation progress. It is also expected that the contractor will meet with the Contract Administrator on a weekly basis at the District's Administrative Offices.
 - (g) If a portable is being relocated to a school during school hours, the contractor moving the building shall contact an administrator at the school before arriving on campus that day to indicate the expected time of arrival and indicate if any vehicles or people need to be relocated.
 - (h) Contractor shall remove, or lower and secure, any awnings necessary for safe transportation; replace, or raise and secure, upon portable setup at new location.
 - (i) Contractor must be able to remove or to locate portables within 20' of another portable or structure.
 - (j) Piers shall be placed under both sides of any door.
 - (k) No portable is to be placed under power lines (primary or secondary), nor over power, water, sewer, telephone or gas lines. Costs to relocate any portable placed in these locations shall be borne by the contractor who moved the portable.
 - (l) 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.
 - (m) 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.

(n) Any equipment left overnight shall be at the risk of the contractor. No contractor owned equipment is to be stored or left on District property. Contractor equipment left on site will be removed at the contractor's expense.

5. **Wind Anchorage:** Wind anchor straps shall be disconnected and have the ground anchor removed and all parts moved with the unit. When the unit is in relocated position the anchors shall be installed or reinstalled and anchored or re-anchored. Installation shall be by screw in method only. Anchors are not to be placed in pre-dug holes. Any hardware missing, or found not suitable for reuse, shall be called to the attention of the Contract Administrator before the unit is moved. The District will provide replacement parts for installation by the mover. If this procedure is not followed, or if parts are missing, the mover is responsible for providing necessary parts at his expense.

6. **Footings, Piers and Termite Shields:**

❖ **Type V Buildings and Restrooms:** Mover shall install pre-cast pads on grade with stacked concrete block piers, provided the spacing between piers does not exceed 8'0" center to center on any non mobile home type portable. Mobile home type portables are to have piers no more than 6'0" apart center to center. Said pre-cast pads shall not be less than 4" thick x 16" square, or may be two 4 x 8 x 16 solid concrete blocks; pads shall be laid level and square on the earth from which all vegetation has been removed, and where the earth has been undisturbed except for leveling. Pier blocks can be any well-cured standard concrete block of normal dimensions (8 x 8 x 16), with web in vertical position. Bearing surfaces shall be well rubbed, and free of point protrusions or any irregularity of any kind. Any piers over 24" in height (from top of pad to bottom of frame) MUST be double stacked and crossed. Block units, which show any kind of cracks, shall be disposed of and replaced by the mover. Mover shall install termite shields on top of all piers. Contractor shall furnish and install termite shields for any piers not presently equipped with shields. No sharp corners are allowed on termite shields.

❖ **TYPE I and II Buildings:** Footings and piers shall be as described in "Types V Buildings and Restrooms" listed above. Termite shields are not required on these units.

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BID FORM & SPECIFICATIONS

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (ea. as indicated below- DO NOT change the unit of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID! Quantities shown are simply estimates that may be purchased during the annual contract period and do not obligate the District to purchase the quantities stated on the Bid Form.

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
<u>Type "I" and "II" Buildings</u>			
1.	60	Move Off Campus	\$ <u> </u> ea.
2.	10	Relocate On Campus	\$ <u> </u> ea.
3.	5	Turn On Site	\$ <u> </u> ea.
<u>Type "V" Buildings</u>			
4.	6	Move Off Campus	\$ <u> </u> ea.
5.	3	Relocate On Campus	\$ <u> </u> ea.
6.	1	Turn On Site	\$ <u> </u> ea.
<u>Restroom Buildings</u>			
7.	3	Move Off Campus	\$ <u> </u> ea.
8.	3	Relocate On Campus	\$ <u> </u> ea.
9.	1	Turn On Site	\$ <u> </u> ea.

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 _____

BIDDER REFERENCE FORM

(duplicate as needed)

Please provide all requested information for each reference.

Job Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Job Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Job Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Please state company name and authorized signature _____

SERVICE COORDINATOR (see Section M.2.)
(Duplicate as needed)

Name: _____
Telephone: _____
Fax: _____
Email address: _____

EMERGENCY SERVICE COORDINATOR (see Section M.3.)
(IF DIFFERENT THAN ABOVE)
(Duplicate as needed)

Name: _____
Telephone: _____
After routine business hours Telephone: _____
Fax: _____
Email address: _____

SUBCONTRACTORS (see Section M.4.) (if applicable)
(Duplicate as needed)

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

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 on page 1 of this Invitation to Bid, the Certified or Cashier's Check or Bid Bond and unit pricing for all items listed in the BID FORM & SPECIFICATIONS the District 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 District's 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.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Sign the BIDDER ACKNOWLEDGEMENT Form on page 1 of this Invitation to Bid. Failure to sign the BIDDER ACKNOWLEDGEMENT Form on page 1 will result in the bid being rejected as non-responsive.	1
	x		Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of \$5,000.00. Failure to submit a Certified or Cashier's Check or Bid Bond with your bid packet will result in the bid being rejected as non-responsive.	7-8
	x		Bidders must enter a unit price in the space provided for <u>ALL</u> items listed on the BID FORM & SPECIFICATIONS. Failure to enter all unit pricing will result in the bid being rejected as non-responsive.	17
	x		Customer References (use enclosed form on page 18).	18
	x		Provide the name, telephone number 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. SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 19.	19
	x		Provide the name, telephone number and email address of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 19.	19
	x		List all Sub-contractors you will be using to perform the services under this contract. SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 19 (if applicable).	19
		x	Completed and signed Drug Free Workplace Certification (optional).	20