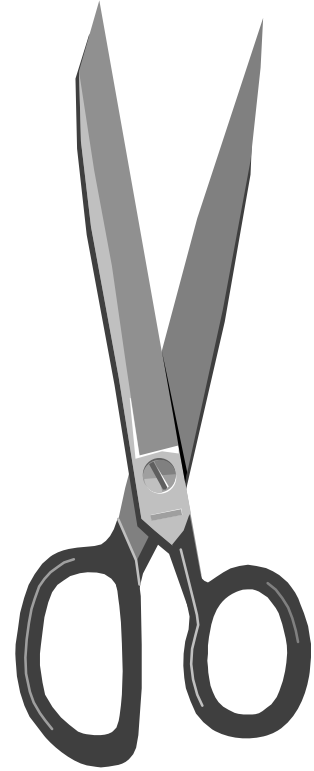


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

<b>DELIVER TO:</b>	<b>PURCHASING DEPARTMENT</b> School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
<b>SEALED BID DO NOT OPEN</b>	
<b>SEALED BID NO.:</b>	051-MHH-0310
<b>BID TITLE:</b>	Relocation of Steps and Ramps for Portable Buildings
<b>DUE DATE/TIME:</b>	March 10, 2010 @ 3:00PM
<b>SUBMITTED BY:</b>	_____ 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 Steps and Ramps for Portable Buildings

Bid File Number 051-MHH-0310 Posted February 17, 2010

Sealed bids will be received until 3:00 PM on March 10, 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 April 1, 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 March 11, 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:** The School Board of Polk County, Florida hereinafter referred to as "School Board" intends to award a contract for all labor and materials for the relocation of platforms, steps and ramps for portable buildings. The relocations consist of platforms, steps and ramps presently situated at various locations in Polk County. They are to be moved and set in place either on site or at a distant location within Polk County on due notice by the Facilities and Operations Division's Contract Administrator (District Office Service Manager or designee). 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 on March 2, 2010 at 2:00 P.M. in the Purchasing Conference Room at the School Board's Administrative Offices, 1915 S. Floral Avenue, Bartow, FL 33880. A duly authorized representative of the prospective bidder shall attend this conference (sub-contractors do not meet this requirement). Bids will not be considered from bidders that arrive after the official start of the conference or who do not attend the entire conference. Attendees are encouraged to bring any questions in writing. Compose questions on paper, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. Please write each question that you will ask on a separate page indicating the bid page number and section to which the question refers. If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the bid (see Section V., below). The deadline for questions and requests for additional information shall be at the close of this conference. 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 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. 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.
2. The School Board reserves the right to award this bid in whole or in part to one or more bidders, or to take any other actions that may be in the best interest of the School Board. It is anticipated there will be a recommendation for award of contract based on the bidder deemed to have submitted the lowest composite bid 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 Board reserves the right to make additional alternate awards based on the next lowest composite bid received from a responsive and responsible bidder if it's in the Board'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 Contract Administrator (District Office Service Manager or designee) 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 board may select the next awarded alternate awardee. If in the opinion of the Contract Administrator (District Office Service Manager or designee) 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 Contract Administrator (District Office Service Manager or designee) may select the next awarded alternate awardee.
3. 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. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

**G. 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.

**H. 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.

I. **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 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received by the Polk County School Board no later than 4:00 pm February 26, 2010. 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. If warranted the School Board of Polk County 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>.

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 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.

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. **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 submittal listed in items 1, 2 and 3 with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittal listed below (1, 2 {if applicable} and 3) 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 bidder shall have satisfactorily completed a minimum of three (3) recent contracts providing the relocation of Platforms, Steps and Ramps to include at least one recent contract with a governmental agency for the relocation of Platforms, Steps and Ramps as outlined in the specifications of this Invitation To Bid. Bidder shall submit customer references for a minimum of three (3) contracts as defined in the preceding sentence. A BIDDER REFERENCE FORM is provided for these references on page 16 of this invitation to bid
2. The bidder shall provide a name, telephone number and fax number of the person to be contacted during normal business hours for scheduling work, responsible for the work product of the contractor and to provide service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 17.
3. The bidder should submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 17.

N. **SUBCONTRACTORS:** If a bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm must 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 G. The School Board of Polk County 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 School Board of Polk County reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the School Board of Polk County elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the School Board of Polk County.

O. **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 School Board of Polk County for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The School Board of Polk County may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

P. **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

Please state company name and authorized signature \_\_\_\_\_

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.

**Q. COMMENCEMENT OF WORK:** Contractors will be expected to have their equipment ready, operating and on the designated school site to start moving platforms, steps and ramps on April 1, 2010 (contingent upon Board approval). Contractor must be equipped and have sufficient manpower to remove, transport, relocate and complete the setup of platforms, steps and ramps for at least two portables per day for a total of 10 per week.

**R. 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 School Board of Polk County to assign work to the first alternate awardee, if the first alternate awardee is unable to perform the contract then the School Board will have the option to assign work to other alternate awardees as applicable. The School Board shall reserve the right to refuse an extension of contract with an awarded bidder that isn't in compliance with Section R. Performance of Contract. If an awarded bidder continues to fail in performance of contract the School Board reserves the right to cancel the contract award as indicate in Section K. of the Special Terms and Conditions of this Invitation to Bid.

- 1. Emergency request for service:** District Office Service Manager or designee will phone the awarded bidders contact person as indicated in the DAILY CONTACT INFORMATION and SUBCONTRACTORS form on page 17 to request the emergency service. The awarded bidders 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 a Emergency request for service or failure to perform the Emergency service may at School Board discretion be considered failure to meet this performance of contract clause.
- 2. Scheduled (Non-emergency) request for services:** District Office Service Manager or designee will phone, fax or email the awarded bidders contact person as indicated in the CONTACT INFORMATION and SUBCONTRACTORS form on page 17 to request scheduled service. The awarded bidder shall have no more than two (2) business days (Board holidays and weekends shall be excluded from the two (2) 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 School Board of Polk County staff. Failure to respond to a scheduled request for service or failure to perform scheduled service when scheduled as indicated above may at School Board discretion be considered failure to meet this performance of contract clause.

3. **Punch list repairs:** The Contractor (or his representative) shall inspect request for punch list repairs resulting from a specific installation within three (3) business days after notification of the punch list repair. Corrections shall be made within five (5) business days of the Contractors inspection unless the Contract Administrator (District Office Service Manager 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 School Board discretion be considered failure to meet this performance of contract clause.

S. **INVOICING:** Invoices shall be typed, and must indicate the location where each platform, step and ramp was located and to where the platform, step and ramp was moved. Each portable has a School Board 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 be paid TWO weeks later. This will allow time for the School Board to inspect the work before processing invoices. Each invoice will be held until each item on the invoice is acceptable and punch list items are complete. Damages by a contractor will be resolved before any open invoice is paid. Incomplete, inaccurate and improper invoices will be returned.

T. **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.

U. **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.

V. **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.

W. **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.

X. **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.

Y. **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.

Please state company name and authorized signature \_\_\_\_\_

- ❖ 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

Z. **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.

AA. **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.

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. **Permits Incident To Relocations:** It shall be the responsibility of the contractor to:
  - (a) Secure all necessary permits and furnish the School Board with copies of all current permits and authorizations.
  - (b) Secure authority to traverse the public highways, when required, and to assume responsibility for any interruptions.
3. **Other Contractor Responsibilities:**
  - (a) Upon relocation, the platform and step or ramp must meet or exceed the specifications to which it was built.

- (b) Steps, ramps and platforms, which the contractor believes will not survive being moved, must be brought to the attention of the Contract Administrator (District Office Service Manager or designee) at least 24 hours before the move is scheduled.
- (c) Contractor is to furnish all labor, equipment and materials, which pertain to the removal, transporting, repositioning and repairing of each set of steps and ramps. Any other work or materials required will be subject to prior approval, and the issuance of an applicable purchase order by the School Board.
- (d) If parts are missing, the contractor is responsible for providing necessary parts at his expense, except as noted.
- (e) Contractor is responsible for damage they cause to platforms, steps, ramps, buildings and other School Board property during relocation (i.e. windows, siding, sidewalks, fences, gates, etc.).
- (f) For leased portables only, hitches, axles and wheels shall be moved with portable **by Step/Ramp Contractor** and placed completely underneath the building in a safe location. For all other portables, hitches, axles and wheels are to be transported to designated School Board storage locations **by Step/Ramp Contractor**.

4. **Relocation and Set-up:**

- (a) Platforms and ramps shall not be relocated as a single unit. The ramp shall be separated from the platform and reassembled at new location. Structural components shall be through-bolted utilizing galvanized or stainless steel bolts to match size of existing bolts. Platform/step/ramp legs are not to be cut off to achieve the desired height. If the platform would be too low using the legs on the unit, a single 4" thick pre-cast concrete pad for each leg, at least 8" X 16", is to be used. Also any legs that would place the platform too high are to be implanted into the soil.
- (b) When platform/step/ramp has been moved and reset, there shall be no swaying, teetering, wobbling, leaning nor movement of the unit.
- (c) Steps and platforms shall be placed level and on firm four (4) inch thick pre-cast 8" x 16" concrete block pads. Height shall be within 1/2" of the top of the threshold (allowing room for the door to easily swing open). Pads shall be laid level and square on ground from which all vegetation has been removed, and where the soil has been undisturbed except for leveling. In the event the height of metal steps does not coincide with new location, the Contract Administrator shall be notified as soon as possible.

The School Board shall then provide the correct size steps for installation by the contractor.

- (d) Ramps shall not exceed the 1:12 slope requirement in accordance with the most recently adopted version of the Florida Building Code (at the time of this Invitation to Bid the currently adopted version is the 2007 Florida Building code and the Florida Building Code 2009 supplement), the State Requirements for Educational Facilities (SREF), SREF has been incorporated into the Florida Building Code and the specifications of this Invitation to Bid). The measurement to determine this slope is to be taken at the corner of the portable where the ramp meets the ground. If the proper slope cannot be realized with the existing ramp, modifications or additions to the ramp are to be performed by the contractor in order to ensure the ramp does not exceed a 1:12 slope. In the event the contractor is unable to obtain spare ramp sections of the correct construction at the Designated School Board storage location, the Contract Administrator (District Office Service Manager or designee) shall be notified as soon as possible. The School Board shall then provide the ramp sections for installation by the contractor.

**5. Communication:**

- (a) During periods when the contractor is actively engaged in the relocation of steps & ramps, Contractor's representative (see Section L. 3.) shall contact the Contract Administrator's office early each morning for the purpose of giving an update on the relocation progress. During such periods of active relocation, the contractor's representative may also be required to meet with the Contract Administrator (District Office Service Manager or designee) on a weekly basis at the School District's Administrative offices.

CC. **SCHEDULE OF RELOCATIONS:** The approximate number of sets of steps and ramps to be relocated during the initial contract period is: 100

**Note:** Quantities are estimates for contractor information only and are not guaranteed. Actual quantities may be more or less, as circumstances dictate.

**BID FORM & SPECIFICATIONS**

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.

Item No.	Relocate On Site	Relocate Off Site
1. Relocate <u>Steel Platform and Steps:</u> Estimated annual Relocation Item 1.	\$ _____ ea. 5 onsite	\$ _____ ea. 10 off site
2. Relocate <u>Steel Platform and Ramp:</u> Estimated annual Relocation Item 2.	\$ _____ ea. 5 onsite	\$ _____ ea. 10 off site
3. Relocate <u>Aluminum Platform and Steps:</u> Estimated annual Relocation Item 3.	\$ _____ ea. 10 onsite	\$ _____ ea. 25 off site
4. Relocate <u>Aluminum Platform and Ramp:</u> Estimated annual Relocation Item 4.	\$ _____ ea. 10 onsite	\$ _____ ea. 25 off site
5. Remove & <u>legally dispose of wood platform &amp; steps:</u>		\$ _____ ea.
6. Remove & <u>legally dispose of wood platform &amp; ramp:</u>		\$ _____ ea.
<b>RELOCATE HITCHES, AXLES AND TIRES TO NEW PORTABLE LOCATION (OR STORAGE FACILITY AS REQUIRED)</b>		
7. <u>On Site:</u>	\$ _____ ea.	
8. <u>Off Site:</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 (see Section M.1.)**

(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Account Tenure (dates): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\*\*\*\*\*

Project Name and Scope: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Account Tenure (dates): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\*\*\*\*\*

Project Name and Scope: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Account Tenure (dates): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Please state company name and authorized signature \_\_\_\_\_

**CONTACT INFORMATION (see Section M.2.)**  
(Duplicate as needed)

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**SUBCONTRACTORS (if applicable) (see Section M.3.)**  
(Duplicate as needed)

Name of Subcontractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**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.

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(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.
	<b>x</b>		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	<b>x</b>		Customer References (use enclosed form on page 16).	7
	<b>x</b>		Provide the name, telephone number and fax number of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement <b>CONTACT INFORMATION</b> and <b>SUBCONTRACTORS FORM</b> on page 17.	8
	<b>x</b>		List all Sub-contractors you will be using to perform the services under this contract. <b>CONTACT INFORMATION</b> and <b>SUBCONTRACTORS FORM</b> on page 17 (if applicable).	8
		<b>X</b>	Completed and signed Drug Free Workplace Certification (optional).	18