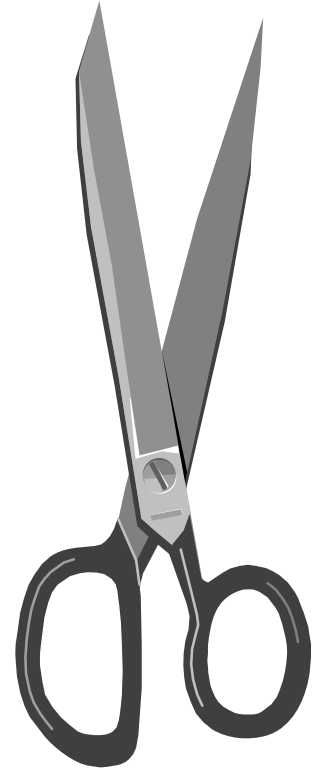


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

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.: 096-MHH-0507
BID TITLE: Term Contract for Temporary Labor
DUE DATE/TIME: May 10, 2007 @ 2:30PM
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/purchasing>. Click on “Vendor Application” from the menu at the top 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 Term Contract for Temporary Labor

Bid File Number 096-MHH-0507 Posted April 25, 2007

Sealed bids will be received until 2:30 PM on May 10, 2007 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: June 30, 2010. Contract(s) awarded from this bid will begin on May 30, 2007 and will run through June 30, 2010.
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 on or about May 14, 2007 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.
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. 63-04-059207-53C)

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. **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.
19. **ATTACHMENTS:** All attached sheets are a part of this bid and any special conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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 and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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."

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 purpose and intent of this invitation to bid is to secure firm prices and establish a term contract for the purchase of Temporary Labor Services, as specified herein.

B. **F.O.B. DESTINATION:** Prices will include all costs associated with furnishing temporary labor personnel to various schools and departments located throughout the Polk County School District.

C. **FINGERPRINTING AND BACKGROUND SCREENING REQUIREMENTS:**

1. During the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act, was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005. Included in this bill is language that alters the provision of 1012.465, Florida Statutes. Our current interpretation of the applicable language is this law requires that vendor personnel who are permitted access on school grounds when students are present must meet level 2 screening requirements as described in s. 1012.32. The screening requirement includes fingerprinting, an F.D.L.E. background screening and any other appropriate background check. Please go to the School Board of Polk Co. website (<http://www.polk-fl.net/transportation/fingerprinting.htm>) for more complete information on this topic. Particular attention should be given to **The Superintendent's Notification Letter to Vendors, Vendor's Self Certification Form and the Letter from the Director of Safe Schools.**

At the time of the issuance of this Invitation to Bid the cost for fingerprinting and the issuance of a Vendor/Contractor ID Badge is \$61.00. The cost for employees that have been fingerprinted and cleared by another School District is \$5.00. The vendor shall be responsible for paying any fees related to background checks and any other fees that are required to meet state or local laws.

D. **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 lowest bid received from a responsive and responsible bidder. This will be the Primary Contractor award. It is anticipated there will be an additional award based on the second lowest bid received from a responsive and responsible bidder. This will be the Secondary Contractor award. The Board reserves the right to make additional Secondary Contractor awards if it's in the Boards 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 Senior Manager Warehousing and Distribution or other School Board of Polk County personnel utilizing this bid may assign work to the Secondary Contractor. If in the opinion of the School Board Senior Manager Warehousing and Distribution or other School Board of Polk

County personnel utilizing this bid that there is more work to be accomplished in the desired time frame than the primary contractor may complete, work may be assigned to the secondary contractor.

3. The term of this bid shall be for three years as noted in Section 1 of the General Instructions and Conditions. The bid form allows bidders to bid a per hour rate for each of the years. The prices bid shall be firm for the period.
4. Evaluation of this bid shall be based on cost per hour (initial contract period plus two extensions) multiplied by the estimated quantities. 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.

E. 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 and 2 with your bid. The Polk County School Board shall be the sole judge of the bidder's ability to meet the qualifications. The district's decision shall be final.

After bid opening the Polk County School Board reserves the right to request the required submittal listed below (References and subcontractors) should bidder not return these submittals with their bid packet. Any requested additional information and product data must be received by the Polk County School Board Purchasing Department within five (5) business days of the request. The request will be in writing and will be sent via email or fax.

1. The bidder shall have satisfactorily completed a minimum of five (5) recent projects furnishing Temporary Labor Services classifications as noted in the BID FORM. Bidder submittal shall list at least five (5) projects (please list school system projects, if applicable) and include for each: the project name and scope, owner name, project dates, contact person's name - address - telephone number. Failure to produce references confirming this experience may be reason to consider a bid non-responsive.
2. The bidder shall have an established office within a 50 mile radius of 1915 S. Floral Avenue, Bartow, Fl. 33830. The address used on the bidders acknowledgement will be used to determine compliance with this requirement. Bidder should submit proof of an established office within the 50 mile radius with bid if the bidder is submitting bid from a corporate office with an address outside of the 50 mile radius.
3. The bidder should submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work.

F. MINIMUM WAGE INCREASE: In the event Federal or State Legislation is enacted to increase the hourly minimum wage rate, the awarded bidder(s) will have the opportunity to request an increase in the per hour rate for the affected Contract Period. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to the enactment of the minimum wage increase. The requested increase shall not exceed the increase in the minimum wage. Any price adjustment shall be approved by the Purchasing Director prior to the new price becoming effective.

G. OPTION TO REQUEST PRICE ADJUSTMENT: Bid prices shall remain firm for the first three contract periods of this contract. The successful bidder(s) will have an opportunity to request a price adjustment for renewals after Contract Period III (2009 - 2010 contract period) and subsequent extension periods of this contract. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to the annual anniversary of the contract start date (July 1st). The successful vendor will only be allowed to submit one request for price adjustment per contract extension period. Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date (July 1st) and such price adjustment will be in effect for the contract extension period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Please see the example shown in Attachment 1 on page 12. Any price adjustment shall be approved by the Purchasing Director prior to the new price becoming effective.

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

I. FUNDING OUT/TERMINATION/CANCELLATION:

1. Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.
2. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all bidders
3. The School Board may terminate or discontinue the services covered in this proposal at the end of the then current contract period upon ninety (90) days prior written notice to the successful bidders
4. Such prior written notice will state:
 - (a) That the lack of appropriated funds is the reason for termination, and
 - (b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

J. **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 who will issue either a change order to the original purchase order or a supplemental purchase order. 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.

K. **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.

L. **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.

M. **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/purchasing/current_bids.htm for addendum related to this bid and to obtain all addendum.

N. **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.

O. **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 all required 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.

P. **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 @ www.polk-fl.net/purchasing 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

SPECIFICATIONS:

Q. **EMPLOYEES:** No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

The bidder(s) will be responsible for the appearance of all their working personnel assigned to a site (clean and appropriately dressed) at all times. In addition, all temporary help must, and contractor must certify, that all personnel furnished will:

1. Be able to speak and understand English.
2. Shall meet level 2 screening requirements of the Jessica Lunsford Act.
3. Have completed Form I-9 or proof of citizenship.
4. Be of good moral character, in good physical condition and capable of performing assigned task.

It will be understood and agreed by all parties that companies awarded a contract are independent contractors. When an awardee must provide working personnel to complete an assignment, the awardee will certify that the personnel provided have been properly screened, hired and trained to perform their duties in accordance with all applicable federal, state and local laws, ordinances and regulations. Furthermore, in the event The School Board of Polk County hires the employee on a permanent basis, no cost to the Board or the employee will be incurred.

R. **CLEAN UP:** All packing materials and debris shall be disposed of by the end of each days work. The School Board of Polk County shall provide dumpsters. The premises shall be left clean and orderly each day.

S. **TOOLS:** The primary work assignments for the labor classifications listed as items 2 and 3 will consist of un-crating, assembling and placement in classrooms of various items of furniture and equipment. Therefore, the awarded contractor will be required to send required hand tools sufficient to accomplish these tasks to the job site along with temporary personnel. These tools shall include but not be limited to: hammers, screwdrivers, pliers (common & wire cutters), adjustable wrenches, hand trucks, electric drills, battery powered (cordless) drills, drill bits, hex head nut drivers, basic socket sets and utility knives. The cost and maintenance of these tools shall be included in the price bid for hourly rate.

BID FORM

ITEM NO.	QUANTITY	DESCRIPTION			
1.		LABORER - Must have the ability to perform routine unskilled manual labor work. Ability to see, hear sounds at a normal level, ambulate independently, bend, stoop, sit and stand. Ability to perform tasks that require eye and hand coordination. Ability to follow instructions and concentrate on assigned tasks.			
			<u>CONTRACT PERIOD I</u> <u>Cost June 1, 2007</u> <u>- June 30, 2008</u>	<u>CONTRACT PERIOD II</u> <u>Cost July 1, 2008</u> <u>- June 30, 2009</u>	<u>CONTRACT PERIOD III</u> <u>Cost July 1, 2009</u> <u>- June 30, 2010</u>
	2,000 hrs		\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
2.		FURNITURE ASSEMBLER-AND-INSTALLER - must have the ability to perform routine unskilled manual labor work. Ability to see, hear sounds at a normal level, ambulate independently, bend, stoop, sit and stand. Ability to perform tasks that require eye and hand coordination. Ability to follow instructions and concentrate on assigned tasks. The demonstrated ability to understand and follow oral and written directions. Uncrates, assembles and installs furniture and office equipment. Uncrates and assembles items, using hand and power tools. Repairs and paints dents and scratches in metal or wood. Cleans, repairs, and replaces safe and file drawers, locks, catches, and slides. Perform other related duties as assigned. Hourly rate shall include cost for provision of tools as noted in Section S. of the Special Terms and Conditions.			
			<u>CONTRACT PERIOD I</u> <u>Cost June 1, 2007</u> <u>- June 30, 2008</u>	<u>CONTRACT PERIOD II</u> <u>Cost July 1, 2008</u> <u>- June 30, 2009</u>	<u>CONTRACT PERIOD III</u> <u>Cost July 1, 2009</u> <u>- June 30, 2010</u>
	9,000hrs		\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
3.		FURNITURE ASSEMBLER-AND-INSTALLER /LEADPERSON - must possess all the abilities of Furniture Assembler-And-Installer above PLUS the knowledge and capability to direct the activities of Furniture Assembler-And-Installer while working with them to complete assigned tasks. This person will act as liaison between the awarded contractor and the School Board to ensure work is properly completed in a timely manner. Hourly rate shall include cost for provision of tools as noted in Section S. of the Special Terms and Conditions.			
			<u>CONTRACT PERIOD I</u> <u>Cost June 1, 2007</u> <u>- June 30, 2008</u>	<u>CONTRACT PERIOD II</u> <u>Cost July 1, 2008</u> <u>- June 30, 2009</u>	<u>CONTRACT PERIOD III</u> <u>Cost July 1, 2009</u> <u>- June 30, 2010</u>
	1,000hrs		\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.

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.

ATTACHMENT 1

See example (sample) below of a requested price adjustment for the contract period July 1, 2010 through June 30, 2011. **Please note this is an example (sample) only and is in no way intended to forecast future inflation rates.**

On March 15, 2010 the vendor submits a written request for a price adjustment increase for the contract period July 1, 2010 through June 30, 2011. In this example the vendor requests an adjustment equal to the annual percentage rate of inflation, as defined in the bid Special Terms and Conditions Section L., for the calendar year 2009. If approved, the annual percentage rate of inflation (rounded to one decimal place) for the calendar 2009, would be added to the existing "per hour" unit bid prices for Contract Period III. The adjusted rates would be effective for the contract period July 1, 2010 through June 30, 2011.

Change Output Options: From: 2006 To: 2006 include graphs **NEW!** [More Formatting Options](#)

Data extracted on: March 14, 2007 (11:49:58 AM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWURO000S10
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1	196.3	198.0

12 Months Percent Change

Series Id: CWURO000S10
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	4.1	3.7	3.6	3.7	4.3	4.5	4.3	3.9	1.7	0.9	1.8	2.4	3.2	4.0	2.5

Note: This Example shows the annual percentage rate for calendar year 2006. The Bureau of Labor Statistics DOES NOT forecast future inflation rates.