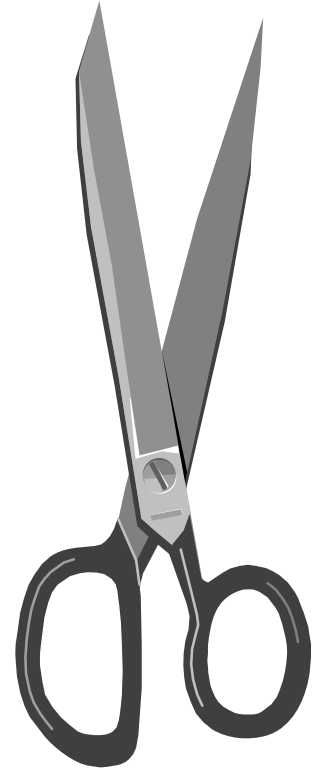


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

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.:	104-MHH-0607
BID TITLE:	Fence Installation and Repair
DUE DATE/TIME:	June 6, 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 Fence Installation and Repair

Bid File Number 104-MHH-0607 Posted May 17, 2007

Sealed bids will be received until 2:30 PM on June 6, 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.

<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: June 30, 2008. Contract(s) awarded from this bid will begin on June 27, 2007 and will run through June 30, 2008.
- 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 June 11, 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.
- 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:** This bid is for materials and labor as required for the installation and repair of chain link fencing on school campuses and other educational support facilities throughout the Polk County School District. All costs (including travel expenses) shall be included in the Vendor's bid price.

B. **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.

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.**

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 and best 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 and best bid received from a responsive and responsible bidder. This will be the Secondary Contractor award. 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 may assign work to the Secondary Contractor.
3. This bid will be awarded to responsive and responsible bidder(s) qualified by experience to provide the work specified.
4. This contract is for ready access of repair and new fence during the term of this contract, however; in instances with larger projects and/or orders, written quotes may be requested for additional quantity discounts.

E. **QUANTITIES:** Quantities are not known at this time. Expenditures by the District for this commodity during fiscal year 2005/2006 totaled \$496,896.04. There is no guarantee this amount will be expended during any term of this contract.

F. **CONTRACT DURATION:** This contract is for the period of June 27, 2007 (contingent on Board approval) to June 30, 2008. This contract may be extended beyond the June 30, 2008 date, in one year increments, by mutual consent of both parties and under the same terms and conditions.

G. **CANCELLATION:** In the event the awarded vendor violates any of the provisions of this bid, the Superintendent or designee will give written notice to the vendor stating the deficiencies. In the event these deficiencies are not corrected within ten (10) normal working days, recommendation may be made to the Board for immediate cancellation of the bid award. 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 To Bid 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.

H. **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 (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 three (3) recent projects furnishing and installing fencing. Bidder submittal shall list references for at least three (3) projects (please list school system projects, if applicable) and include for each: the project name and scope, owner name, account tenure (dates), contact person's name - address - telephone number.
2. List all sub-contractors who will be working for or through your company. (Changes after bid award shall have prior written approval).
3. The bidder should submit manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Please submit the manufacturers standard color chart with your bid.

I. **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 C., Section H. and Section Q. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. **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.

P. **ADDITIONAL PURCHASES:** The School Board of Polk County also reserves the right to issue additional purchase orders on bid prices for immediate delivery through the effective date of the bid.

Q. **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.

R. **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

Please state company name and authorized signature _____

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

S. EXAMINATION OF CONTRACT DOCUMENTS AND SITES:

1. Before submitting a Bid, each Bidder should visit possible project sites to familiarize himself with the facilities and equipment that may in any manner affect performance of the work. It is the bidder's responsibility to fully understand the terms, conditions, work requirements and relation to any other work in the area including possible interference from academic or other school activities prior to his/her bid submission.
2. Bidders should consider federal, state or local laws, ordinances, rules and regulations that may in any way affect the performance of the work. Notify the Purchasing Administrator of all conflicts, errors and discrepancies (if any) in the Bid Documents.
3. The Bidder, by and through the submission of a bid, agrees that he shall be held responsible for having examined the facilities and equipment - familiarized himself with the nature and extent of the work and any local conditions that may affect work to be done and the technical expertise, equipment, materials, parts and labor required.

T. QUOTES: Quotes shall be neat and readable. Quotes shall list each item individually (Bid items, labor, or items published in source catalog). Quote shall list Item price, quantity and total for each item, school name, and Work Order Number (when applicable). The Contract Administrator must receive a response to Work Order price requests within ten (10) working days. A Quote Request over ten (10) days old, for which there has been no response from vendor, may result in loss of work on that job. Contractor shall commence work within ten (10) days after receipt of Purchase Order unless directed otherwise by the Contract Administrator.

1. Each quote should be submitted with a clear sketch or drawing indicating work being quoted (showing distance, direction and swing of any gates, etc.).
2. In the event contractor fails to respond to a request for price quote within the specified time frame, quotes may be requested from secondary vendor. In the event work has not commenced within the specified time after receipt of Purchase Order, P.O. may be canceled and the project given to secondary vendor. **Shipment delays from the manufacturer must be documented and submitted to the Contract Administrator for review, within the specified ten day period for commencement of work, in order for an extension to be considered.**

U. **CORRECTIONS:** Punch list complaints shall be inspected by the contractor or his representative within three working days after notification of a discrepancy. Corrections shall be completed within five working after notification of discrepancy.

V. **SIGN-OFF FOR COMPLETED WORK AND INVOICING:** For all work initiated by a Work Order, contractor must have jobs signed off on Work Order Form (indicating the work has been inspected and is satisfactorily completed) by appropriate school personnel. A copy of the Work Order, signed by the principal, assistant principal or job supervisor, shall be submitted with invoice. Payment shall be contingent upon receipt of a properly signed Work Order (or Purchase Order if no Work Order was issued).

1. Invoices are to be typed and must indicate the school name, applicable Work Order number and/or authorizing Purchase Order number. Invoices are to be numbered for positive identification.
2. In general, invoices received before Thursday noon will be paid within two (2) weeks. This will allow time for verification of satisfactory completion of work. Invoices shall be held until punch list items are resolved. Damages by a contractor shall be resolved prior to payment. Incomplete, inaccurate and improper invoices shall be returned.

W. **SAMPLES:** Upon request (for evaluation purposes), bidder shall provide identified samples of all items to be used, including but not limited to the following: fabric, line post, corner post, terminal post (of all diameters), end loop cap, dome cap, tension wire, bracing, truss rods, bands, rail end cup, fabric ties, male hinge, latch fork, latch hanger, drop rod.

X. **QUALITY CONTROL TESTS:**

1. **Sampling:** At the option of the School Board representative, samples may be taken from deliveries made under this bid and submitted for quality control testing. Costs involved with testing of products failing to meet specifications shall be the responsibility of the contractor. Failure of any sample to comply with the specification requirements shall invalidate any Purchase Order issued under this bid unless contractor requests a repeat Quality Control test. The second sample shall come from the same batch. The contractor shall pay for the second Quality Control test. In the event the second sample fails to meet specifications, the Purchase Order issued under

this bid is invalidated. Results from the second Quality Control test shall prevail.

2. **Inspection:** The School Board will conduct a physical inspection of package condition, quantity and labeling at point of delivery. MSDS shall be submitted with each shipment in accordance with the Florida Right-To-Know Law, Chapter 442, Florida Statutes, and shall be identical to the MSDS supplied to the Department of Agriculture and Consumers Commodity Testing Laboratory. In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item(s) delivered from a contract resulting from this bid.

Y. **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.

Z. **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.

AA. **WARRANTY:** Any defect in materials or workmanship, which occurs within one (1) year of the completion date, shall be corrected immediately, or as per bid Paragraph (O.), by the contractor upon notification, at no additional cost to the School Board.

BB. **SPECIFICATIONS:**

1. **General:** This bid request covers repairs and installation of new fences on a district wide basis. The Contractor shall furnish all materials and labor to provide a complete installation as specified.

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

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

2. Installation:

- a. Installation shall be in compliance with all requirements and instructions of applicable manufacturer.
- b. The contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.
- c. Each installation shall include removal and disposition of any existing fencing, if necessary for proper installation.
- d. Installation shall be done in a neat workman like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb and the top rails shall be attached in a manner that forms a smooth horizontal alignment.

3. Materials:

- a. **QUALIFIED PRODUCTS:** Only items meeting the following specifications are acceptable:
 - (1) Hot dipped, galvanized, schedule 40 steel pipe. **SS-40 IS NOT ACCEPTABLE.**
 - (2) Hot dipped, galvanized steel, number nine - (No. 9) - gauge fence fabric.
- b. **Fencing:** Fabric shall be chain link type galvanized No. 9 steel wire to withstand a 1,390 - pound breaking load. Fabric wire shall be hot dipped zinc coated (after weaving) of not less than 1.2 ounces per square foot of actual wire surface. The mesh size of the fabric shall be two inches (2"). The height shall be specified and/or indicated on the plans. The selvage of all fabric shall be knuckle top and bottom.
- c. **Line Posts:** Shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 1.2 ounces per square foot. Posts shall be 1.9 inches O.D. at 1.72 pounds per lineal foot, not to exceed 10 feet on center for fence up to six (6) feet in height. Fence over six (6) feet in height shall have a line post O.D. of 2.375" minimum.

- d. **Corner and Terminal Posts:** Shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 1.2 ounces per square foot surface. Posts shall be 2.375 inches O.D. at 3.65 ounces per lineal foot for fence up to six (6) feet in height. Fence over six (6) feet in height shall have a corner and terminal post O.D. of 2.875" minimum.
- e. **Post Settings:** All fence posts shall be set in concrete with no filler added according to the following schedule. Concrete holding each post shall be crowned away from post to shed water. Post embedment is minimum and shall be measured from bottom end of post to ground level. Loop Caps shall be galvanized pressed steel.

Type of Post	Hole Diameter		Hole Depth		Post Depth In Concrete	
	(up to 8')	(over 8')	(to 8')	(over 8')	(to 8')	(over 8')
Line	8"	12"	30"	48"	28"	46"
Terminal	12"	15"	38"	48"	36"	46"
Corner	12"	15"	38"	48"	36"	46"
Gate	(Post dia. x 3)		38"	48"	36"	46"

- f. **Concrete:** All concrete shall have 2,500-pound compressive strength.
- g. **Top Rail:** Shall be schedule 40 hot dipped galvanized steel and shall be 1.66 inches O.D. at 2.27 pounds per lineal foot, averaging not less than twenty one foot (21') lengths and joined with pressed steel sleeves (hot galvanized), providing a rigid connection but allowing for expansion and contraction.
- h. **Braces:** All corner, terminal and gate posts shall be braced with 1.66 inches O.D. pipe at 2.27 pounds per lineal foot and trussed with 3/8" truss rod.
- i. **Gate Posts:** Shall be schedule 40 hot dipped galvanized steel. Posts for a swing gate with up to six (6) foot maximum panel width shall be 3.0 inches O.D. at 5.79 pounds per lineal foot for fence heights up to six feet (6') (or as indicated on drawings).
- j. **Gate Frames:** Shall be two inches (2") O.D. at 2.717 pounds per lineal foot, rigidly welded at corners and internal joints to make one solid unit. Frame shall be internally braced with galvanized tubular steel of the appropriate size. All gates shall have the standard locking devices (unless otherwise noted on quote request).
- k. **Fabric Ties:** Shall be aluminum No. 6 gauge, located at intervals of one per foot of length of line or terminal post, and six (6) per ten feet (10') of top rail.

- l. **Stretcher Bars:** Shall be 1/4" or 3/16" or 3/4" flat, hot dipped galvanized or equivalent, shall be used at terminal posts and secured to same with suitable stretcher bar bands, at 24" on center mix.
- m. **Tension Wire:** (For bottom of fence and/or as specified) Shall be No. 7 gauge Coil Spring Wire installed between fence fabric and posts and hog ringed to fabric at not more than twenty-four inch (24") intervals.
- n. **Miscellaneous Fittings:** All fittings entering into the fence necessary to make a complete installation shall be pressed steel and/or malleable steel; all ferrous material shall be thoroughly galvanized by the hot dipped method.
- o. **Paint:** (Where called for) Contractor shall wire brush rusted areas. Apply Rustoleum primer. Apply two (2) coats of a zinc-based paint.
- p. **Setback:** There shall be a minimum distance of three (3) feet between fence and any air conditioner equipment, gas meter, or transformers and electrical equipment.
- q. **Salvage:** All salvageable fencing components shall remain the property of the School Board of Polk County and shall, as part of each job, be properly stored at the location designated by an appropriate School Board employee.
- r. **Vinyl Coating:** Where vinyl coated fencing is specified or indicated on the drawings or work order request, materials shall be in compliance with ASTM F 688 Standard Industrial, Class 2b, with thickness of vinyl coating between 0.006 and 0.0010 inches. Core wire shall be 9 gauge galvanized in accordance with ASTM A 641. Color: Standard colors.

NOTE: Any and all debris shall be removed from the premises. New construction debris, trash, etc. shall not be left or buried on site.

BID FORM

I. REPAIRS TO EXISTING FENCES:

The Contractor(s) shall replace or repair existing fence installations with new materials, unless instructed otherwise, upon receipt of a duly executed Purchase Order and notification by authorized School Board personnel. This will involve various types of maintenance plus replacement of fence posts, gates, and other materials as required. All work and materials shall meet School Board specifications (unless clearly and specifically listed on quote).

- i. Cost for labor shall be \$ _____ Man/Hour.
- ii. Net cost of new materials shall be published price list from Contractor's source (Manufacturer or Distributor, not wholesaler or retailer) less _____%. Current published catalog and price list from supplier shall be submitted with bid.

The School Board reserves the right to obtain a quote from the secondary vendor on all work requiring separate labor cost, and use the lowest quote if it so chooses.

II. INSTALLATION OF NEW FENCE:

The Contractor(s) shall provide new fence installations meeting School Board specifications upon receipt of a duly executed Purchase Order and notification by authorized School Board personnel. Installation shall include all labor and materials. Gates shall include Posts w/Braces, Truss Rods (if needed), Caps and Hinges. Corner posts shall include Braces, Caps and Truss Rods.

i. GALVANIZED - INSTALLED COST PER LINEAR FOOT

<u>Height:</u>	<u>4'</u>	<u>5'</u>	<u>6'</u>	<u>8'</u>	<u>10'</u>	<u>12'</u>
Fencing (with top rail)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Without top rail - <u>With tension wire</u>)			<u>6'</u>	<u>8'</u>	<u>10'</u>	<u>12'</u>
			\$ _____	\$ _____	\$ _____	\$ _____

Please state company name and authorized signature _____

ii. GALVANIZED POSTS - INSTALLED UNIT COST

<u>HEIGHT:</u>	<u>4'</u>	<u>5'</u>	<u>6'</u>	<u>8'</u>	<u>10'</u>	<u>12'</u>
Corner Posts (W/Braces)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Terminal Posts (W/Braces)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

iii. GALVANIZED SWING GATES - INSTALLED UNIT COST
 (Including posts and braces)

<u>WIDTH:</u>	<u>4'</u>	<u>5'</u>	<u>6'</u>	<u>8'</u>	<u>10'</u>
4 feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
24 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Please state company name and authorized signature _____

iv. VINYL COATED - INSTALLED COST PER LINEAR FOOT

<u>Height:</u>	<u>4'</u>	<u>5'</u>	<u>6'</u>	<u>8'</u>	<u>10'</u>	<u>12'</u>
Fencing (with top rail)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Without top rail - With tension wire)			<u>6'</u>	<u>8'</u>	<u>10'</u>	<u>12'</u>
			\$ _____	\$ _____	\$ _____	\$ _____

v. VINYL COATED POSTS - INSTALLED UNIT COST

<u>HEIGHT:</u>	<u>4'</u>	<u>5'</u>	<u>6'</u>	<u>8'</u>	<u>10'</u>	<u>12'</u>
Corner Posts (W/Braces)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Terminal Posts (W/Braces)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

vi. VINYL COATED SWING GATES - INSTALLED UNIT COST
 (Including posts and braces)

<u>WIDTH:</u>	<u>4'</u>	<u>5'</u>	<u>6'</u>	<u>8'</u>	<u>10'</u>
4 feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 feet	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
24 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 feet - Double	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Please state company name and authorized signature _____

III. INSTALLATION OF BACKSTOPS (DRAWINGS ENCLOSED)

The contractor(s) shall provide new backstop, materials, and installation as specified in the specifications and Attachment 1 and 2 upon receipt of a duly executed purchase order.

INSTALLED BACKSTOP UNIT COST

i. Athletic Backstop	\$ _____
ii. Senior High Backstop	\$ _____
iii. Middle School Backstop	\$ _____
iv. Elementary Backstop	\$ _____

NOTE: Applicable drawings are attached.

IV. MINOR REPAIR ITEMS

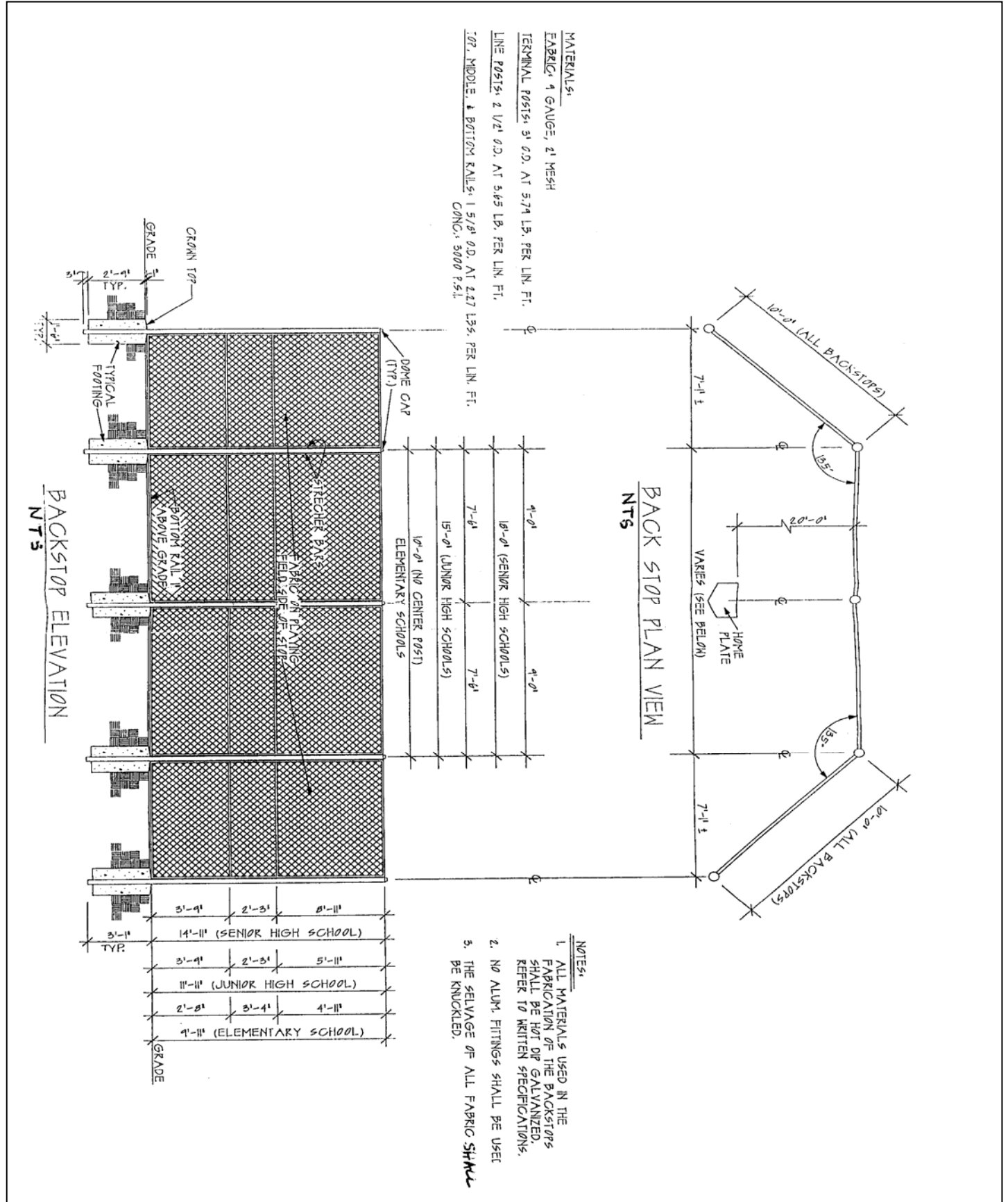
The Contractor(s) shall furnish new fencing material to the School Board Maintenance Department for minor repairs to be done in-house upon receipt of a duly executed Purchase Order and notification by authorized School Board personnel. Net cost of new materials shall be published price list from Contractor's source (Manufacturer or Distributor, not wholesaler or retailer) less _____%. Current published catalog and price list from supplier shall be submitted with bid. Authorized School Board Maintenance Department personnel shall pick up material.

NOTES:

The School Board of Polk County uses the Southeastern Wire Catalog as a general reference. The successful bidder shall submit a current catalog.

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.

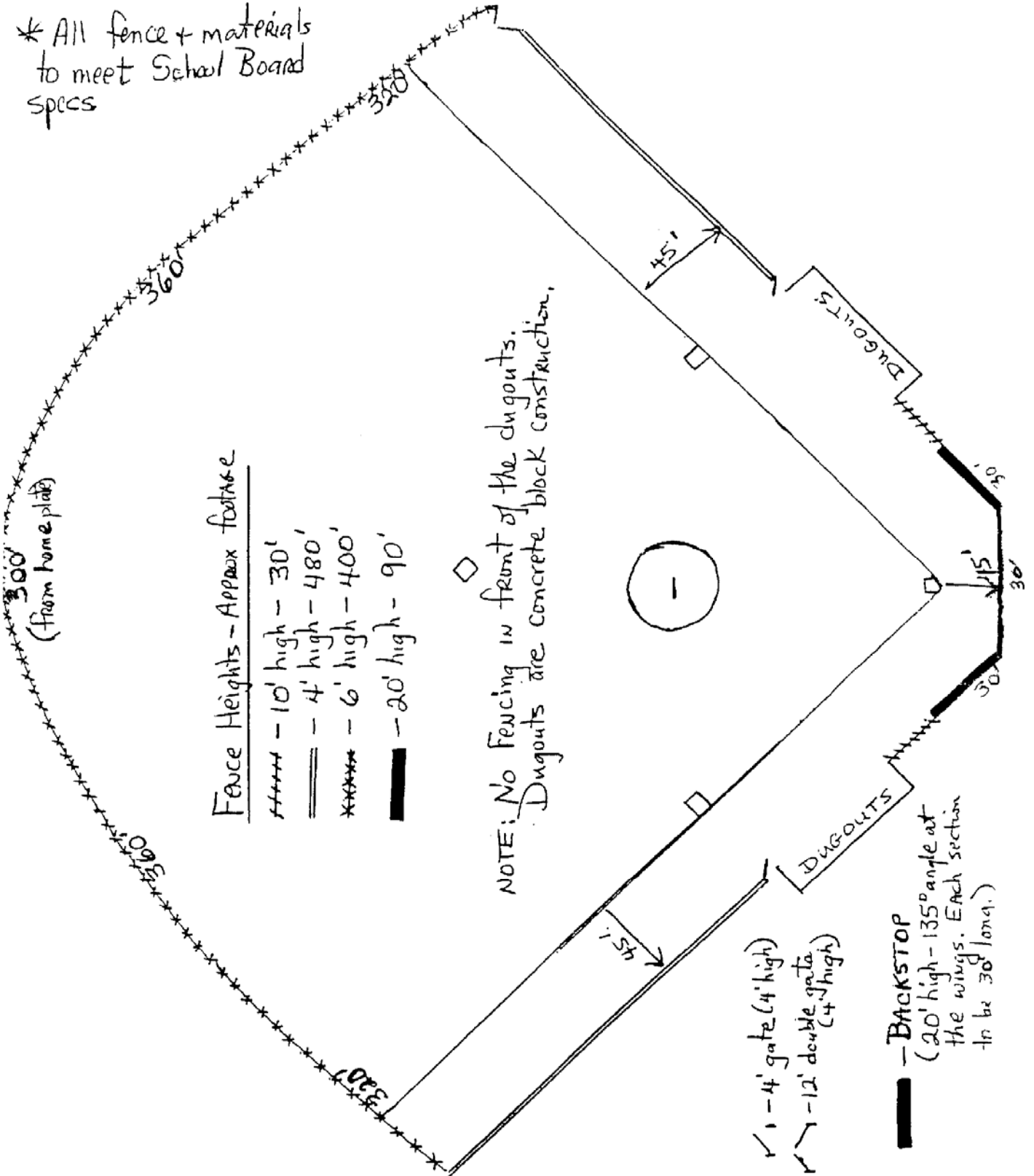
Attachment 1



Attachment 2

ATHLETIC BACKSTOP

* All fence + materials to meet School Board Specs



Fence Heights - Approx footage

- 10' high - 30'
- ==== 4' high - 480'
- ***** 6' high - 400'
- 20' high - 90'

NOTE: No fencing in front of the dugouts.
 Dugouts are concrete block construction.

— Backstop
 (20' high - 135° angle at the wings. Each section to be 30' long.)

- ✓ 1 - 4' gate (4' high)
- ✓ 1 - 12' double gate (4' high)