



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ
DIRECTOR

MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

May 2, 2019

Mullings Engineering Services, LLC
8110 Pelican Harbour Dr.
Lake Worth, FL 33467

Attn: Sheldon Mullings
Email: mullingseng@hotmail.com

Subject: Letter of Agreement
Bid Number: 17C-19T
Title: Paving and Drainage Services
Contract Term: June 22, 2019 through June 21, 2020

Dear Mr. Mullings:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to renew Bid Number 17C-19T for Paving and Drainage Services. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

Please check your certificate of insurance (See Special Conditions "S", "Insurance Requirements") to confirm that is current. If it is not current, please email us an updated original certificate of insurance to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED AND MUST REFERENCE THE ABOVE BID NUMBER.

Purchase orders may be issued to cover the cost of services for Paving and Drainage as the need arises and will be your notification to proceed with fulfilling the School Districts request. Purchases without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at **561-434-8229**. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz, C.P.M., Director
Purchasing Department

CC: bid file
Debra Hammerschlag, Purchasing Agent

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

School District of Palm Beach County FL



Solicitation No.

17C-19T

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RESPONSES ARE DUE PRIOR TO:

March 28, 2017

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

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The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/purchasing/wp-content/uploads/sites/76/2017/03/NondiscriminationStatement.pdf>

17C-19T - SPECIAL CONDITIONS

- A. SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Paving and Drainage Services, as specified herein.
- B. DELIVERY:** Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.
- C. DEMANDSTAR:**
1. **All offers must be submitted electronically to Demandstar.com.**
 2. **DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.**
 3. **The Vendor Contact Information page on the DemandStar site has a required field “BID AMOUNT”. The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.**
 4. **It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.**
 5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
 6. **IMPORTANT INFORMATION: When finished uploading all required documents, at the end of the document, you must Submit your Response.**
After clicking “Submit Response” the following process will begin:
 - **DemandStar will verify that your response is complete as entered.**
 - **You will see a confirmation page with your confirmation number and date/time stamp of your upload.**
 - **You will receive a confirmation e-mail indicating a successful response submittal.**

If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com

For additional information please go to:

<https://www.palmbeachschools.org/purchasing/wp-content/uploads/sites/76/2016/02/ebidding.pdf>

Hard copy bids will not be accepted.

7. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

- D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every “person” (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBS Form 1997) must be completed, signed, notarized and returned with your bid.**
- E. FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
- F. M/WBE PREFERENCE:** Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL, and Paragraph P, MINORITY BUSINESS PARTICIPATION, for complete detail.** For District certification go to <http://www.palmbeachschools.org/MWBE> website and complete the M/WBE certification application.
- G. AWARD:** Contract will be awarded to ALL responsive, responsible bidders meeting specifications, terms, and conditions of this bid. Whenever work is needed, awarded vendors will be notified to provide a proposal for that project based on their prices listed in this bid. The project will be awarded to the vendor offering the lowest price for that project. Items in groups as marked will be awarded by group. Therefore, it is necessary for bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group will be disqualified.

Whenever paving and/or drainage services are required, awarded vendors will be notified to provide a proposal for that project based on the guidelines contained in Special Condition II. Price quotes must be itemized based on the prices submitted on the Bid Summary Document and the Additional Information Document of this bid. However, it is understood that each project may warrant an additional educational discount. Therefore, a vendor may always

submit an itemized quote that is based on a lower price than those submitted in their bid documents.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

H. TERM OF CONTRACT: The term of this contract shall be for two (2) years from the date of award, and may be renewable for three (3) additional one-year periods by mutual agreement between the School District and the awardee. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract, however, nothing prohibits the District from accepting lower pricing or additional discounts if offered by the awardee during the term of the contract.

I. REFERENCES: Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide paving and drainage work. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. QUALIFICATIONS: Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

OR

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

AND

3. Copy of industry/skills certifications and /or licenses required for the performance of paving and drainage services. Contractor is responsible to possess and furnish all applicable licenses as required by the School District of Palm Beach County Building Code Services for execution and completion of all work specified..

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

- K. PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

- L. BID QUESTIONS:** From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted by email to Dennis Messerli at dennis.messerli@palmbeachschools.org no later than 3:00 p.m. EST, on March 201, 2017. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Dennis Messerli is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Dennis Messerli nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

- M. POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on April 3, 2017, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

- N.** **M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/mwbe/>.

- O.** **SUB-CONTRACTING:** If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department 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 is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

- P.** **MINORITY BUSINESS PARTICIPATION:** Bidders who list M/WBE subcontractors as participants in their bids will complete Form 1525, M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

The industry specific classification for this solicitation is:

- Non –Professional Services- Hispanic American Owned

The District does not have reciprocity with any other certifying Agency/Entity, and the State of Florida neither accepts nor recognizes the SDPBC M/WBE certification for State Bids.

*SDPBC will accept a State of Florida M/WBE certification on a school district solicitation if the Vendor can demonstrate that they meet the narrowly tailored Race/Gender/Ethnicity/

income guidelines, and relevant market/location criteria. To ensure compliance with program guidelines and intent, proposers presenting State of Florida certification, and/or be counted towards the M/WBE goal ONLY if their industry specific classification, ethnicity/gender, and income thresholds are consistent with, and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual as depicted in the chart below:

INDUSTRY	ETHNICITY / GENDER	INCOME THRESHOLD*
Construction	African American	Not to exceed \$7,000,000.
Non-Professional Services	Hispanic American	Not to exceed \$3,000,000.
Professional Services	African American, Hispanic American, Native American, Woman owned	Not to exceed \$2,000,000.
General Procurement	Asian American, Native American	Not to exceed \$3,000,000.

*For verification of compliance with the income threshold, ethnicity, gender, and industry guidelines, proposers presenting State of Florida M/WBE certificate must submit notarized copies of the front page of tax returns filed with the IRS for each of the previous three (3) years.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from School District M/WBE Certification shall void acceptance of certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF: The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

R. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired

Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the project.

- 4. WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

- I. PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Service(s)
4. Itemized Pricing
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at dennis.messerli@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

U. INCORRECT PRICING/INVOICES: Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

V. CHANGE ORDERS: Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

W. DISTRICT PURCHASING CARD: The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

- X. CONFLICT OF INTEREST:** All responders must disclose the name of any officer, director, or agent who is also an employee of the District. All responders must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder' business or any of its branches. Indicate with either a statement of Conflict of Interest or Non Conflict of Interest and submit with your proposal.
- Y. ORGANIZATION PROFILE:** Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.
- Z. COMPANY FINANCIALS:** Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:
- a. Balance Sheet or Annual Report for the last three (3) years;
 - b. Three (3) years of income statements and related earnings;
 - c. Statement of Changes in financial position;
 - d. Letter from the proposer banking institution i.e. Statement from certified public accounting firm.
- AA. AREA REPRESENTATIVE:** Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.
- BB. WARRANTY:** The contractor shall furnish written guarantee that all labor and materials shall be fully warranted by the contractor for a period of five (5) years from date of substantial completion of entire project. The successful bidder shall conduct an inspection three (3) years after installation to check for any defects. If a defect is found, the contractor agrees to repair without delay and at their own expense all such defects.
- CC. DELAYS AND EXTENSIONS OF TIME:** If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time shall be extended by mutual agreement between the contractor and the School District (Purchasing Department). The contractor shall submit written request for extension within five calendar days after occurrence of a delay.
- DD. LIQUIDATED DAMAGES:** Should the contractor fail to complete the work within the time specified on the purchase order or specified herein, and provided the contractor has not previously obtained an extension of time, the School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$250 per day for each calendar day that work remains uncompleted after the time allotted.
- EE. PERMITS AND CODE INSPECTIONS:**

Permits: The Vendor shall secure all necessary building permits from the Permitting Authority (The School District of Palm Beach County Building Code Services (BCS) Department). Related instructions are located on the BCS Home Page: <http://www.palmbeachschools.org/buildingdepartment/>. See the information on the BCS Hometab.

Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Permitting Authority.

The Vendor shall provide the following information to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction:

- (a) Documents as required by the Permitting Authority
- (b) Vendor should assume a 30 day turnaround time from the time of submission of required documents for obtaining a building permit.

Code Inspections: All projects require detailed code compliance inspections during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building safety. Inspection personnel will be provided by the Permitting Authority.

The Vendor shall request the appropriate inspector(s), no less than 48 hours in advance, that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the Vendor.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.

Cost for all re-inspections of Work found defective and subsequently repaired shall be borne by the Vendor.

FF. MEASUREMENTS: Each bidder is responsible for making an on-site measurement of the area to be serviced in order to determine exact requirements and provide a quote to the District based on the pricing submitted in this bid. All bidders shall be responsible for accuracy of field measurements. Bidders shall investigate the location of the work and the conditions of the installation required. Any cost associated with this service shall be included in the pricing submitted for this bid.

AT NO TIME WILL THE DISTRICT PAY FOR MEASUREMENT, LABOR OR ANY OTHER FEES ASSOCIATED TO PROVIDING A QUOTE.

Quotes shall be itemized in accordance with items referenced in the Bid Summary Document of this bid. Any additional items required for installation/services not otherwise referenced shall be itemized separately on the quote and shall be billed at Contractor's actual cost plus percentage provided on the Bid Summary Document. CONTRACTOR MUST INCLUDE A COPY OF THE INVOICE SHOWING MATERIALS PURCHASED AND

CONTRACTOR'S COST. Hourly labor rates noted on the Additional Information Document may only be charged for items not otherwise referenced in this bid.

GG. BALANCE OF LINE: The "balance of line" shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee. The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur. Refer to Additional Information Document for Cost Plus Percentage and Hourly Labor Rate which shall apply, as needed, to any Balance of Line items.

HH. QUANTITIES: The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

II. SITE INSPECTION(s): When a potential project is defined, a quote request will be requested following the procedures listed below:

Projects with estimated cost:

\$5,000 or less: Facilities Management Coordinator (FMC)/Senior Projects Administrator (SPA)/Project Coordinator (PC) will send notice to a contractor from the awarded pool of vendors whose cost and schedule best meets the needs of the District. Contractor shall contact the FMC/SPA/PC within one working day to confirm their ability to quote the job and within three working days of request contractor shall provide the requester with an itemized quote for the repairs based on scope of work provided to the contractor or based on contractors visit to the site. Purchasing Agent will be copied on notification.

\$5,000 to \$10,000: FMC/SPA/PC will send notice to the pool of awarded vendors. Included in notice shall be:

Site location, address, and contact person

Scope of work

Plan drawings (if applicable)

Site inspection (if applicable)

If required, include date, time, mandatory or non-mandatory, meeting location

Question deadline

Quote due date (include quote sheet template)

Copy Purchasing Agent

\$10,000 and up: Purchasing will post a Request For Quote (RFQ) on DemandStar and include scope of work and any associated plans or prints. The RFQ will be open to only those vendors awarded on this contract.

Following the site inspection, quotations shall be submitted as directed and by the deadline specified. This quotation shall be based on the individual scope of work, bid special conditions, bid specifications and all applicable regulations and codes, and submitted on the Quote Sheet.

JJ. CONTRACTOR RESPONSIBILITIES: The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein and in accordance with the School District Master Specifications.

All work shall be coordinated with appropriate District official and meet all requirements for FCAT black-out period testing. All work shall maintain occupancy and egress requirements to maintain occupancy of the school without disruption.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

The District official shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.

Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. The provision or use of existing sanitary facilities will be discussed and determined at the pre-construction meeting. The contractor shall provide to the owner certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results provided by or to the School District's Police Department, which shall be the sole determiner of clearance. All contractor and sub-contractor personnel must have a badge, indicating clearance. The contractor's name and a traceable number must be visible. No contact between students or School staff is allowed with any contractor, sub-contractor, or supplier. If contacted by school personnel or staff, refer them to the School District's Project Coordinator for this project. More information on Level 2 screening can be found at: <https://www.palmbeachschools.org/schoolpolice/fingerprintingandbadges/> .

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked “required” must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	G
	Yes	Certificates/License	J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	D
	Yes	Proposer's Statement of Principal Place of Business	E
	Yes	Debarment Certification	C
	Yes	Area Representative	AA
	Yes	Reference Document	I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	P
	Yes	Form 0580, Drug-Free Workplace Certification	C
	Yes	Organizational Profile	Y
	Yes	Company Financials	Z
	Yes	Conflict of Interest/Non Conflict of Interest Statement	X
	Yes	Early Payment Form	T

17C-19T - SPECIFICATIONS

PART 1 - GENERAL

SECTION INCLUDES

- A. Topsoil removal
- B. Earthwork
- C. Compacted Subgrade
- D. Limerock, Shellrock, Base Course and Crushed Concrete
- E. Asphaltic Concrete Surface Course
- F. Pavement Resurfacing
- G. Pavement Seal Coating
- H. Pavement Repair and Rehabilitation

REFERENCES

- A. The references to "standard specifications" shall mean the Florida Department of Transportation standard specifications for road and bridge construction, latest edition, except for those paragraphs referring to measurement and payment.
- B. The references to AASHTO shall mean the American Association of State Highway and Transportation Officials.
- C. The reference to "District" shall mean the Palm Beach County School District.
- D. Refer to District Master Specifications which may be accessed through the following link: http://cms.palmbeach.k12.fl.us/cms/document_file/DMS2007.htm

QUALITY ASSURANCE

- A. Perform work in accordance with standard specifications.
- B. Asphalt/Concrete Plant - conform to standard specifications.
- C. Obtain materials from same source throughout duration of each project.

REGULATORY REQUIREMENTS

- A. All work shall conform to Florida Statutes, State Requirements for Educational Facilities.
- B. Permits for work on public right-of-ways shall be obtained and paid for by the Palm Beach County School Board.

ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when base course surface temperature is below 40°F.
- B. The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand and dust are being deposited on the surface being paved, to the extent that bond between layers will be diminished.

RESPONSIBILITY FOR INSPECTION AND TESTS

- A. District Responsibility: It will be the District's responsibility to employ and pay for the services of an independent testing laboratory. The contractor shall pay for samples required except those secured by the test lab. The contractor shall pay for all retests required due to failure to meet specifications.
- B. Contractor Responsibility: No failure of test agencies, whether engaged by the District or contractor, to perform adequate inspection or tests or to properly analyze or report results, shall relieve the contractor of responsibility for the fulfillment of the requirements of the contract document.
- C. Coordination with District's Agencies: Afford access and reasonable time in the construction sequence for the District's inspections and tests to be performed. Cooperate with agencies and provide incidental labor and services needed for the removal and delivery of test samples, and for inspections and taking measurements. Provide patching and restoration services where test samples have been removed.
- D. Test Agency Responsibilities: Test agencies, regardless of whether engaged by the District or contractor, are not authorized to change or negate the requirements of the contract documents. Each agency shall coordinate its assigned work with the construction schedule as maintained by the contractor, and shall perform its work promptly so as not to delay the work. Observations by agencies having a bearing on the work shall be reported to the District, in the most expeditious way possible, and shall be recorded in writing by the agency. Agency personnel shall not interfere with or assume the duties of the contractor.

PAYMENT

- A. Payment shall be made for the items listed on the Bid Summary Document on the basis of the work actually performed and completed, such work including but not limited to the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.
- B. Topsoil Stripping: Payment shall be made per cubic yard as measured by length, width, and depth of volume stripped.
- C. Excavation of Cut Areas to Stockpile: Payment shall be made per cubic yard as measured by length, width, and depth of volume excavated.
- D. Excavation of Cut Areas to Fill Areas: Payment shall be made per cubic yard as measured by length, width, and depth of volume excavated. No additional payment will be made for spreading and compacting this material in fill areas.
- E. Fill Material, Imported, Spread and Compacted: Payment shall be made per cubic yard as measured by truck volume. Signed and dated truck tickets shall be required for payment. District reserves right to field measure truck volume.
- F. Load and Haul Excavated Material: Payment shall be made per cubic yard as measured by truck volume. Haul distance shall be actual mileage between project site and dump site.
- G. Paving:
 - 1. Subgrade: Payment shall be made per square yard as measured extending 6" beyond limits of base course.

2. Base Course: Payment shall be made per square yard as measured extending 6" beyond limits of paving. No additional payment shall be made for prime coat.
 3. Paving: Payment shall be made per square yard as measured. No additional payment shall be made for tack coat.
 4. Milling of existing asphalt pavement: Payment shall be made per square yard at specified depth and shall include proper removal and disposal of material. Minimum of 500 s.y. shall apply to milling.
- H. Mobilization: Payment shall be made **one time** for each separate project with the exception of repairs (patching). Payment shall be made one per day for multiple repair work (patching) sites/projects per zone. No additional payment shall be made unless work is stopped by District for a period in excess of three months.
- I. Asphalt Removal: Payment shall be made per cubic yard as measured by truck volume of material removed. Payment shall include all costs associated with the asphalt removal including but not limited to saw cutting, removal, loading, hauling, dumping, dump fees, etc.
- J. Reworking of Existing Base:
1. Scarify Existing Base: Payment shall be made per square yard of existing base, as field measured, requiring scarification to whatever depth required.
 2. Adding of Base Material: Payment shall be made per cubic yard as measured by truck volume. Signed and dated truck tickets shall be required for payment. District reserves the right to field measure truck volume.
 3. Finish and Compact Base Course: Payment shall be made per square yard of finished base, as field measured.
- K. Pavement Resurfacing:
1. Paving: Payment shall be made per square yard at the price for the type and thickness shown on Bid Summary Document. No additional payment shall be made for tack coat.
 2. Leveling Course: Payment shall be made per ton as shown on asphalt plant ticket. Asphalt plant ticket shall be signed and dated.
- L. Repairs:
1. Repairs: Payment shall be made per square yard and include all material, equipment, and supervision required to complete a job. No additional payment shall be made for tack coat or base.
 2. Mobilization: Payment shall be made one per day for multiple repair work (patching) sites/projects per zone.
- M. Storm Drains:
1. Installation: Payment shall be at the price for the type storm drain shown on Bid Summary Document.
 2. Payment shall include all material, equipment, and supervision required to complete a job.
- N. Drainage Pipes:
1. Installation: Payment shall be at the price for the type drainage pipes shown on Bid Summary Document.
 2. Payment shall include all material, equipment, and supervision required to complete a job.
- O. Lighting:

1. Installation: Payment shall be at the price for the type pole and fixture shown on Bid Summary Document.
 2. Payment shall include all material, equipment, and supervision required to complete a job.
- P. Quantities on Bid Summary Document:
1. Quantities on Bid Summary Document are estimated only for the purpose of fairly evaluating bids based on anticipated contract usage.
 2. Quantities on Bid Summary Document shall in no way constitute a guaranteed minimum annual contract amount.
 3. The District reserves the right to exceed these quantities or limit the use of this contract in accordance with its own best interest.

PART 2 - PRODUCTS

MATERIALS

- A. Soil Materials: Soil materials used for backfill and fill shall be free of rock or gravel larger than two inches in any dimension, debris, waste, vegetable, and other deleterious matter.
- B. Limerock Base: Limerock shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces which will prevent attainment of a smooth pavement surface free from pits or pockets. At the contractor's option, either Ocala limerock or Miami Oolite limerock may be used, but only one type may be used on any one project.
1. Limerock shall be composed of not less than 70% of carbonates of calcium and magnesium, and not more than 3% of water-sensitive clay material.
 2. Limerock shall conform to Section 911 of the standard specifications.
- C. Shellrock Base: Shellrock shall be locally mined material from naturally occurring deposits. The material shall not contain silica sand in sufficient quantity to prevent bonding.
- Shellrock shall conform to Section 913 of the standard specifications.
- D. Prime Coat: The bituminous material to be used for prime coats shall be either cut-back asphalt, Grade RC-70 or RC-250. Materials shall conform to Section 916 of standard specifications.
- E. Tack Coat: The bituminous material to be used to tack coat shall be emulsified asphalt, Grades RS-L, CRS-L, SS-1, CSS-1, SS-1H, CSS-1H, AE-60, AE-90, AE-150, CRS-2H, Special MS Emulsion, or Asphalt Emulsion Prime (AEP) meeting the requirements of Section 916-5 of the standard specifications. The materials specified shall not be diluted prior to use.
- F. Asphaltic Concrete Surface Course:
1. Asphaltic Concrete Surface Course shall be the type called for on the drawings and specifications.
 2. The job mix formula, size and percentage of aggregates shall be as specified in the standard specifications.
- G. Crushed or Recycle Concrete

1. The use of recycled or crushed concrete for construction of roadway base course shall comply with requirements in District Master Specification Section 02400, entitled "Bituminous Concrete Pavement". Refer to Part 2.3 therein.

PART 3 - EXECUTION

TOPSOIL STRIPPING

- A. Topsoil is defined as surface soil found in an depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.
- B. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with the underlying subsoil or other objectionable material.
- C. Remove heavy growths of grass from areas before stripping. Where trees are indicated to be left standing, stop topsoil stripping in a sufficient distance to prevent damage to the main root system.
- D. Stockpile topsoil in storage piles where directed. Construction storage piles shall freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

EXCAVATION

Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

- A. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2" diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.
- C. Material Storage: Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

FILL

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

- B. Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" loose depth for material compaction by hand-operated equipment. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material.

Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

COMPACTED SUBGRADE

Subgrade construction shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the stabilized shoulders or base course, to a surface conforming to the grades, lines and cross sections shown on the drawings, of uniform density, ready to receive the base course. Before adding any fill, clear and grub all areas to be paved. All subgrades, shall be compacted to 98% of maximum density as determined by AASHTO T-180.

BASE COURSE

A. Limerock and Shellrock

1. Base material shall be dumped on the end of the preceding spread without dumping or hauling directly on the subgrade. Equipment for spreading and grading shall be as specified in Section 200 of the "Standard Specifications". After the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross section after compaction. Water shall be added as required to obtain the specified density.
2. Compaction shall be by rolling a compaction of steel wheel and rubber tired rollers until an average density of 98% of the maximum density is reached as tested under AASHTO method T-180. Compaction and finishing shall be in accord with double course base requirements of Paragraph 200-6 of the "Standard Specifications". Tests will be paid for by the District and retests paid for by the contractor.

B. After completion of compaction, the surface of the base course shall be checked with a template cut to the required crown, and the thickness shall be checked by borings. Any surface irregularities in excess of 1/4" or any deficient thickness shall be corrected by scarifying and adding material after which the entire area shall be recompacted. A sanded prime coat shall be applied after the base has been accepted.

ASPHALTIC CONCRETE SURFACE COURSE

A. Surface Preparation

1. On a newly constructed base course, the surface shall be prepared as set forth in the section covering such base course, and shall be cleaned of all loose and foreign material. The base shall then be primed, and a tack coat applied (if required), followed by application of the surface course.
2. Where the surface course is constructed on the existing pavement or old base which is irregular, the existing surface shall be brought to the proper grade and cross section by patching and/or a leveling course. Prior to applying patching, leveling course or surface course on the existing pavement, the surface shall be cleaned and all foreign matter removed, and a tack coat applied as specified herein. A similar tack coat shall be applied over patches or leveling course.

3. Where this surface course is to be constructed over newly constructed surface treatment, all loose material shall be swept clean from the paving area and removed from the job site unless specified otherwise. A tack coat shall then be applied on the surface treatment before the surface course is laid.
4. Prime Coat: Apply at the rate of 0.10 gal. per sq. yd. over compacted base. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure.
5. Tack Coat: Apply to contact surfaces of previously constructed asphalt or portland cement concrete and surfaces abutting or projecting into asphaltic concrete pavement. Distribute at rate of 0.02 to 0.08 gal. per sq. yd. of surface unless a more specific rate is specified on the drawings.

B. Placing the Mix

1. General:
 - a. Place asphaltic concrete mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
 - b. Follow "Standard Specifications" Section 330 for general construction of the surface course as applicable to this project, including compacting and finishing.
2. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphaltic concrete course. Clean contact surfaces and apply tack coat.
3. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphaltic concrete. Compact by rolling to maximum surface density and smoothness.
4. Protection:
 - a. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
 - b. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

C. Field Quality Control

1. General: Test the in-place asphaltic concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by the engineer/architect.
2. Thickness: The compacted thickness of the base or surface courses shall be not less than that shown on the drawings.
3. Surface Smoothness:

Test finished surface of each asphaltic concrete course for smoothness, using 13' straight edge applied parallel with the centering of paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:

 - a. Base Course Surface: 1/4"
 - b. Wearing Course Surface: 3/8"

Check surfaced areas at intervals as directed by the engineer.

PAVEMENT RESURFACING

- A. Inspection: Contractor must examine the areas and conditions under which paving is to be installed. Notify the engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the engineer.
- B. Cleaning and Preparing Existing Surface
1. Where this surface course is constructed on the existing pavement or old base which is irregular, and where so shown on the plans, the existing surface shall be brought to the proper grade and cross section by patching and/or a leveling course. Prior to applying patching, leveling course, or surface course on the existing pavement, the surface shall be cleaned and all foreign matter removed, and a tack coat applied as specified herein. A similar tack coat shall be applied over patches or leveling courses.
 2. Prime Coat: Apply at the rate of 0.10 gal. per sq. yd. over compacted base. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure.
 3. Tack Coat: Apply to contact surfaces of previously constructed asphalt or portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at the rate of 0.02 to 0.08 gal. per sq. yd. of surface unless a more specific rate is specified on the drawings.
- C. Placing the Mix
1. General:
 - a. Spreading, compacting and jointing the wearing surface shall be in strict accordance with Section 330 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
 - b. Place asphalt concrete mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
 - c. Mixture used for patching and leveling course shall not be prepared and hauled to the road at a rate faster than spreading and compacting can be completed before the temperature of the mixture drops too low for proper spreading and compacting, all as determined by the engineer.
 2. Joints: Make joints between old and new pavements, or between successive day's work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
 3. Patching: No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture. If irregularities occur greater than the limits herein specified, and are not corrected while the mixture is still hot, the irregularities shall be cut out for the full depth of the layer, and

replaced with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

4. Leveling Course: Where a leveling course is required before a spreading and leveling course, all depressions in the existing surface more than 1" deep shall be filled by spot patching. The leveling course mixture shall then be thoroughly compacted.
5. Protection:
 - a. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
 - b. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

D. Field Quality Control

1. General: Test the in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair, or remove and replace, unacceptable paving as directed by the engineer.
2. Thickness: The compacted thickness of the base or surface courses shall be not less than shown on the drawings.
3. Surface Smoothness:
 - a. Test finished surface of each asphalt concrete course for smoothness, using a 15' straight edge applied parallel with the centerline of the paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
 - (1) Base Course Surface: 1/4"
 - (2) Wearing Course Surface: 3/8"
 - b. Check surfaced areas at intervals as directed by the engineer.

E. MILLING OF EXISTING ASPHALT PAVEMENT

The work in this section consists of removing existing asphaltic concrete pavement by milling to improve the ride ability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

The District will specify the depth of the cut. Milled material will become property of bidder.

PART 4 STORM SEWER MANHOLES:

- A. General: Contractor shall provide pre-cast reinforced concrete storm sewer manholes as indicated, complying with ASTM C478.
- B. Top: Shall be pre-cast concrete, of concentric cone, eccentric cone, or flat slab top type, as Indicated.
- C. Base: Pre-cast concrete, with base riser section and integral floor, as indicated.
- D. Frame and Cover: Shall be Ductile-iron, 26-inch diameter cover, heavy-duty, indented top design, with lettering cast into top reading "STORM SEWER."

PART 5 CATCH BASINS:

- A. General: Provide pre-cast reinforced concrete catch basins at indicated.
- B. Basin: Pre-cast reinforced concrete, in accordance with Florida Department of Transportation Standard Specification Section 425, standard index drawings and ASTM C478.
- C. Frame and Grate: As indicated on drawings, meeting Florida Department of Transportation Standard Specification Section 425

PART 6 POLYETHYLENE PIPE AND FITTINGS:

- A. Contractor shall provide high-density corrugated polyethylene smooth interior pipe with annular exterior corrugations. Contractor shall provide pipe fittings and accessories of same material and weight/class as pipes, with adjoining method as indicated. All roof drain connections shall be made with a pre-manufactured welded tee fitting.
- B. All materials shall comply with AASHTO M294 Type S, AASHTO M252, ASTM 3350 and ASTM D2321. All pipe and fittings shall be "HI-Q SURE-LOK" as manufactured by Hancor, Inc. or as approved by the Engineer.

PART 7 STORM SEWER PIPE: POLYVINYL CHLORIDE PIPE:

- A. Contractor shall provide 6 to 8 inch diameter PVC: SDR 35 conforming to ASTM C3034, with push-on rubber gasket joints.
- B. Contractor shall provide 10 to 12 inch diameter and larger PVC: PS 10 Perma-Lock with push-on rubber gasket joints similar to those as manufactured by J-M Manufacturing Company, Inc or acceptable equal.
- C. Contractor shall provide Polyvinyl-chloride pipe for use in storm sewers connections to building drains shall conform to the requirements of ASTM D1785, for Type II grade 1, Schedule 40.

PART 8 REINFORCED CONCRETE PIPE:

- A. Contractor shall provide reinforced concrete pipes conforming to ASTM C76-79, Table III, Wall B, or latest revision.
- B. Contractor shall provide all pipes with modified tongue and groove joints, and have rubber gaskets.

PART 9 - ELECTRICAL:

- A. All work shall comply with applicable codes, including but not limited to, NEC, NFPA, ADA, Florida Building Code 2001 (2nd Edition), Florida Fire Prevention Code, District Electrical Design Criteria, and District's LCCCG. Contractor is responsible to obtain company of District's LCCCG.
- B. All wiring shall be installed in conduits. Use EMT within buildings, Use rigid steel conduit outside exposed to weather. Use PVC underground. Install conduits outside building line at 30 inches below finished grade. Install conduits from Utility Company to building service entrance equipment at a minimum dept of 36 inches. Underground PVC conduit outside of building line shall be covered with 3" by trench width concrete. Provide metalized mylar

warning tape 8" below finished grade. Provide a separate green grounding conductor in all raceways. Wiring shall be copper, THHN/THWN.

- C. All exposed conduit shall be painted to match adjacent surface in finished spaces.
- D. Disconnect switches shall be the heavy-duty type.
- E. District LCCCG shall be used as specifications for all projects.
- F. All devices, equipment, switch, and wiring shall be new, unless noted otherwise.
- G. Contractor/Installer shall inspect and carefully examine the job site to be familiar with conditions. Contractor/Installer shall alert the Architect/Engineer/Project Coordinator to conditions, which may prevent proper execution of the work. Submittal of bid shall indicate that the Contractor has included all required allowances in the bid. No allowances shall be made for any error resulting from Contractor's failure to visit job site and to review all contract documents.
- H. Contractor shall provide new panel board with typewritten directories indicating circuit numbers and description of each circuit. Upgrade existing panel directory to reflect changes.
- I. Contractor shall provide three copies of shop drawings and point by point lighting photometric for review and approval, prior to ordering any equipment and start of work.
- J. Project Coordinator prior to installation shall approve conduit routing. Conduits installed exposed on the exterior walls shall not be performed on campus without prior approval from the Project Coordinator.
- K. Owner has the right to move any pole within 10 feet of the location shown on the drawings without any additional cost prior to rough in.
- L. Pole shall be certified to 140 mph windload regardless of mounting height and number of fixtures. Install brooks pull box next to pole with traffic rated cover. Brooks box a weather proof PVC junction box inside for wet locations. Provide 10 feet copper clad ground rod and ground each pole and pull box to the ground rod with #6 conductor. Pole assembly shall withstand 140 MPH windload.
- M. Fixture shall be equal to MCGRAW EDISON model AMF, 250W and 400W, MH, multi-tap ballast. Light fixture supplies should recommend fixture position for best light distribution. Mounting bracket shall be from light fixture manufacturer. The light level shall meet current School District electrical design per electric design criteria. Concrete pole should not exceed 30ft mounting height.
- N. Contractor shall verify source of power.
- O. All parties involved with a project shall attend the pre-bid inspection.

PART 10 - UNDERGROUND UTILITIES

- A. The contractor is responsible for the coordination, facilitation, and scheduling of all utility conflicts. This includes verifying location of temporary or permanent utilities, relocation or adjustment of said utilities, or any other utility related actions on the project. Utilities shall

include, but not be limited to: natural gas, LP gas, irrigation, fire mains, water mains, force mains, gravity sewers, water and sewer service lines, underground electrical power and control wiring, and any other infrastructure improvement designed to convey materials or information to and from a location.

Utility location services shall be procured by the contractor from a firm specializing in providing said services using ground penetrating radar, ultrasonic location, pot-holding, or other location techniques. The contractor or his subcontractor shall repair any holes or damages resulting from location services within 24 hours.

PART 11 – DEPARTMENT OF TRANSPORTATION PAINT SIGNAGE

- A. All pavement markings painted directly on the pavement shall comply with the requirements in District Master Specification Section 02580, entitled “Pavement Marking”.

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
 - a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
 - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and

background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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 to provide any goods or services to a public entity, may not submit a bid to 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MANDATORY NONDISCRIMINATION CLAUSE:** The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder

understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
 - C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
 - D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

School Board acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a School Board employee acting within the scope of the employee's office or employment. The School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the School Board to indemnify the School; (ii) a waiver of sovereign immunity by the School Board; (iii) a waiver of any right or defense that the School Board has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

Awarded bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of

material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain

posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
27. **INTERPRETATIONS:** Neither DemandStar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813**

**INVITATION TO BID
Bidder Acknowledgement**

Vendor Name:

Vendor Mailing Address:

E-Mail Address:

Area Code / Telephone Number:

Toll-Free Telephone Number:

Fax Number:

Web Address:

FEID No. or SS #:

Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative:

Date:



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./ Title _____

Corporate Name _____

Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. _____		
2. _____		
1. _____		
2. _____		
1. _____		
2. _____		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

is/are personally known to me. produced a current driver license(s). produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Proposer: _____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: **IF** your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. **IF** your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: _____ Signature _____

Company Name: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: _____

Solicitation Number or Project Name: _____

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

AREA REPRESENTATIVE

Please list the contact for this contract
Add additional forms if necessary

Vendor Name:	
Area Representative:	
Address:	
City/Zip Code:	
Email Address:	
Telephone:	
Cell Phone	
Fax Number:	
Emergency Number:	



THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free 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, a business shall:

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

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

VENDOR'S SIGNATURE

DATE

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

* Check here if N/A: Form [must be submitted to Demandstar.com](http://www.demandstar.com).

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeachschools.org/mwbe/>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District

State of Florida

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

EARLY PAYMENT TERMS

BID NAME/NUMBER: _____
VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
<input type="radio"/> 0.5% 10 net 30 *
<input type="radio"/> 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

REFERENCES

Vendor Name: _____

Bid number/Name: _____

This information will be used in the evaluation of this bid.

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 – New Customer (one year or less)

	Name of Firm:	
	Scope of Work:	
	Cost of Service:	
	Date of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 2 – Past Customer (currently not doing business)

	Name of Firm:	
	Scope of Work:	
	Cost of Service:	
	Date of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 3 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 4 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 5 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE) **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.

Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

Individual Partnership Corporation Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

Subcontractor Subconsultant Manufacturer Supplier

The undersigned is: Certified with the School District of Palm Beach County M/WBE Coordinator

Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

Column 2 (MWBE ONLY)

Column 3

- African American Native American Female Physically Impaired
- Asian American American Male
- Hispanic American

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated \$ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
 All executed originals of the form must be submitted to the
 Office of Diversity in Business Practices
 3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

Signature

Date

