

**INVITATION TO BID:** **PAVING FOR SILAS DRIVE EXTENSION AND SMS PARENT/STUDENT DROP-OFF LOOP. All work shall be done from July 1, 2012 to July 27, 2012**

**BID DUE DATE:** **June 26, 2012**

**BID DUE TIME:** **2:00 PM**

**BID DELIVERY LOCATION:** **Suwannee County Schools  
Administration Building  
702 2<sup>nd</sup> Street, NW  
Live Oak, FL 32064**

**BID TITLE:** **Silas Drive Extension and SMS  
Parent/Student Drop-off Loop**

**BID NO:** **Bid #12-210**

**DIRECT ALL INQUIRIES TO:** **Mark Carver, Director of Facilities  
[mcarver@suwannee.k12.fl.us](mailto:mcarver@suwannee.k12.fl.us)  
386-647-4151**

**NOTICE TO BIDDERS:**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be accepted at this office until the stated date and time. No consideration of award will be made at the bid opening. Bids received after the stated date and time, whether presented in person, received by the U.S. Mail, or by any other delivery method, will not be accepted. Suwannee County School Board reserves the right to retain all bids for a period of forty-five (45) days and to reject any and all bids and to waive any informalities and/or irregularities thereof.

**PURCHASES BY STATE CONTRACT AND OTHER PUBLIC AGENCIES:**

- A. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the state of Florida. The same terms and conditions as stated herein shall govern such purchases.

The term of the contract is as stated in Section 3, pending Suwannee County School Board approval. Any inquiries concerning interpretation, clarification or additional information pertaining to this Invitation to Bid must be made in writing and received by the Facilities Department no later than the date stated in Section 3 of this document.

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Sealed bids for **Silas Drive Extension and SMS Parent/Student Drop-off Loop Paving Projects** will be received by Suwannee County School Board (hereby known as the "District" or "SCSB") in the office of the Chief Financial Officer at the below referenced address and time.

Please note that receipt of bids means **DELIVERED AND DATE STAMPED RECEIVED IN THE FINANCE OFFICE**. Bids delivered to the building but not delivered to the Finance Office and date stamped as received will not be considered as received for the purpose of this bid process. Bids must be delivered in a SEALED envelope, clearly marked on the outside, as to: bid name, bid number and opening date, below.



<b>BID NO.:</b>	<b>12-210 PAVING FOR SILAS DRIVE EXTENSION AND SMS PARENT/STUDENT DROP-OFF LOOP.</b>
<b>TO BE OPENED:</b>	<b>June 26, 2012 @ 2:00 PM</b>
<b>AND ADDRESSED TO:</b>	<b>Suwannee County School Board Attn. Vickie Music, Chief Financial Officer 702 2<sup>nd</sup> St. NW Live Oak, FL 32064</b>

Bidders are cautioned to provide all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of the bid. No oral, telegraphic (fax/scanner) or telephone responses or modifications will be accepted. Board recommendations and tabulations for this bid will be posted on the web at <http://www.suwannee.k12.fl.us/facilities> .

**STATUTES AND CERTIFICATIONS PERTAINING TO THIS BID  
PUBLIC ENTITY CRIMES**

Per the provisions of Florida Statute 287.133(2)(a) “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.133(2)(a) for a period of 36 months from the date of being placed on the convicted vendor list.”

The prospective bidder certifies, by submission and signature of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

### **FEDERAL DEBARMENT CERTIFICATION**

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined, as defined the 34 CFR part 85, Sections 85.105 and 85.110-(ed80-0013).

- 1) The prospective lower tier (\$25,000) participant certifies, by submission and signature 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 any 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 participant shall attach an explanation to this bid.

### **FAIR LABOR STANDARDS ACT – “HOT GOODS”**

The bidder’s signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

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## 1 GENERAL TERMS AND CONDITIONS

Bids must be submitted on the forms provided and in accordance with the provisions on the face of the bid form and the following stipulations, which are hereby made a part thereof:

1.1 SCSB will receive sealed bids until date and time indicated on bid cover. Bids must be delivered to the Finance office at the stated address and will be opened at the stated time. Bids must be delivered in a sealed envelope, clearly marked on the outside, as to: bid name, bid number and opening date. Bids received in unidentifiable envelopes are sent at the bidder's risk. To assure that bids are received prior to opening, bidders may wish to use special delivery mail or deliver by hand. Bids received after the date and time of the bid opening will be date stamped, received and returned to the vendor. It will be the vendors' responsibility to get the bid to the correct location and on time. Please note that the official clock, for the purpose of receiving bids, is located in the Finance office.

1.2 All participating bidders, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied herein. This is an agreement that the named vendor shall sell to SCSB during the contract period, the goods, wares, merchandise, or services at the unit prices indicated, based upon subsequent documents issued by the Facilities Department.

1.3 Each bidder shall examine all requests for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional

information pertaining to the Invitation for Bid or award must be made in writing and received by the Facilities Department no later than the date stated in Section 3 of this document. SCSB shall not be responsible for oral interpretations given by a SCSB employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

1.4 SCSB reserves the right to also make purchases of items on this bid from a Florida State Bid contract/agreement or a cooperative educational purchasing council bid during the term of this bid.

1.5 SCSB shall be the sole judge as to the acceptability of any and all bids and the terms and conditions thereof, without qualifications or explanation to bidders. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of SCSB shall be final and binding on both parties.

1.6 SCSB reserves the right, prior to award of any contract or bid, to inspect the prospective vendor's facility and place of business to determine that the bidder has a regular, bona fide established business that is presently a going concern and is likely to continue as such.

1.7 After notification of award, the successful bidder shall indemnify and hold harmless SCSB as specified in Florida Statute Section 725. This

indemnifies SCSB, its agents and employees, from and against all claims, suits, actions, damages or causes of action arising during the term of the resulting agreement for any bodily injury, personal injury, loss of life or damage to property sustained by reasons or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into. These persons are also indemnified from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reasons of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges and immunities of SCSB as set forth in Florida statute.

1.8 Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder shall have in their possession all applicable insurance, permits, licenses, etc. that may be required by Federal, State, or County law to furnish services under the scope of this contract. The successful bidder must not be in violation of any zoning or other ordinances in the performance during the life of this contract.

1.9 All information submitted in response to this request shall be subject to compliance with Florida Statute Chapter 119.07 Public Records and 812.081 Trade Secrets. All information submitted as "trade secret" information

should be submitted in a separate envelope and so indicated. If challenged, the Bidder who submits the "trade secret" information will bear all costs associated with defending their position.

1.10 During the term of this bid the bidder shall indemnify, hold harmless, and defend Suwannee County Public Schools, its agents and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SCSB, its agents or employees may pay or become obligated to pay on account of any actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the bidder, his agents or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by SCSB for the purpose of performing services.

1.11 Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Suwannee County, State of Florida. The laws of the State of Florida shall govern this transaction. The vendor or bidder agrees that any and all notices, pleadings and processes may be made by serving two copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing by return mail, an additional copy of the same to the vendor or bidder at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Florida law or rules of civil procedure, appearance, pleading, an answer is not made.

1.12 Purchases made under this bid are exempt from all Federal excise and State sales tax.

1.13 No Bids shall be accepted from, or purchase order issued to any person, firm or corporation that is in arrears for any obligations to SCSB or that otherwise may be deemed irresponsible or unreliable by the Chief Financial Officer.

1.14 This bid and the purchase orders issued hereunder constitute the entire agreement between SCSB and the vendor awarded the bid. No modification of this bid shall be binding on SCSB or the bidder.

1.15 Tabulation of this bid will be based only on items that meet or exceed the specifications provided. All other lesser items will not be considered. Failure to submit, at time of bid opening, complete information as specified can and may be used as justification for rejection of a bid item.

1.17 The information called for on each item must be on the line with the item. To eliminate any confusion about the item(s) being bid, if you choose not to bid an item please insert the words: no quotation, no bid or n/b.

1.18 Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Vendor must initial all changes.

1.19 The submittal of a bid shall constitute an irrevocable offer to contract with SCSB in accordance with the terms of said bid. The offer may not be withdrawn until or unless rejected or not accepted by SCSB. Accuracy of all prices and statements contained in the bids is the responsibility of the bidder, and no change or cancellation thereof may be made. The Chief Financial

Officer, Facilities Director, or designee reserves the right to ask the bidder for clarification. In addition, Facilities staff will review the line-by-line prices. Accuracy of additions and extensions, brands, and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the request for bid proposal. School officials who find any error(s) in calculations will make adjustments and corrections. SCSB reserves the right to negotiate final terms and conditions with the low bidder.

1.20 A vendor shall normally be held to their bid; however, in the event an error or obvious omissions are discovered in a bid document, the vendor may request in writing the opportunity of withdrawing their bid. The vendor shall include in their written request sufficient evidence (original copies of working papers, calculations, etc.) to document that the error or omission was unintentional.

1.21 No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. Whether submitted through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgement form attests to this.

1.22 Should any bidder fail to enter into a contract with SCSB on the basis of the submitted bid by said bidder, bidder



acknowledges that bidder shall be liable to SCSB for the difference between such bid price and the price SCSB pays to secure the merchandise from another source. Failure to pay said amount to SCSB upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.

1.23 In the event that any gratuities or "kickbacks" are offered or tendered to any SCSB employee or a subcontractor as an inducement for award of a bid, request for proposal (ITB), subcontract or order, the bidder's proposal shall be disqualified and shall not be reinstated.

1.24 Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that all or none groups, quantities, weights, or other criteria must be met, in order to qualify for bid prices, will result in disqualification of the bid. Similarly, expiration dates or other constraints, which are in conflict with bid requirements, may result in disqualification.

1.25 SCSB will accept no change orders. Bid will be inclusive of all costs.

1.26 SCSB reserves the right to reject any and all bids or parts thereof, and to request re-submission. In acceptance of bids, SCSB shall accept the lowest and best bid from a responsive and responsible bidder. SCSB reserves the right to waive any defect, irregularity or informality.

1.27 SCSB reserves the right to terminate all or part of any contract when doing so is in the best interest of SCSB. With the exception of any

contract which SCSB deems to have an impact on security, a minimum of thirty (30) days notice for termination will be given in writing by the Director of Facilities. Any and all monies which have been paid in advance by SCSB will be prorated to the date of termination and refunded to SCSB. Nothing herein shall be construed as giving the contractor the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to SCSB. If a contractor is discharged, SCSB will only pay for that portion of the work that was satisfactorily completed at the time of termination.

1.28 SCSB may, by written notice of default to award vendor, terminate the whole or any part of this contract if award vendor fails to make delivery of the contracted products or services, or fails to perform the contracted services within the time specified in the bid or subsequent addenda. The vendor will be given written notice and have ten (10) days to remediate such failure after receipt of notice.

1.29 If the bidder defaults after SCSB awards a bid and a bond or certified check was not required with the bid, the bidder shall pay to SCSB, as liquidated damages, an amount equal to 5% of the unit price times the ordered quantity, or 5% of the total value of the item or bid, whichever is greatest. A successful bidder who fails to pay said liquidated damages within 15 days after notification that liquidated damages are due shall lose eligibility to transact business with SCSB for a period of two (2) years after the bid award date. Thereafter, the bidder may request to be placed on the bid list. A successful bidder shall be assessed the liquidated



damages described above if the bidder products are chemically analyzed (or tested in some other manner) and fail to meet SCSB specifications in the bid.

1.30 In the event sufficient budgeted funds are not available, Facilities shall notify the vendor of such occurrence and the contract shall terminate without penalty or expense to SCSB.

1.31 It is the intent of SCSB that all contractors and vendors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to district operations. The awarded vendor or contractor may be required to supply a written copy of their safety program/manual for review after contract award. Periodic review of vendor's safety manual and operations may be conducted. All vendors, contractors and their employees including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, local and District Safety polices and procedures. This includes operation of vehicles and equipment on District owned property. Any accidents, injuries or incidents occurring on District property shall be immediately reported to the Director of Facilities.

1.32 All materials and services supplied to SCSB must conform to all current regulations as specified in "Occupational Safety and Health Act of 1970," Public Law 91-59691" congress. 2193, as amended, which includes Chapter XVII Occupational Safety Health Act, Department of Labor, Part 1910 – Occupational Safety and Health Standards, UL safety regulations and other standards for educational use as

required by the US government, State of Florida, Suwannee County and/or local municipality. This includes various safety accessories, and it is the vendor's responsibility to meet the necessary requirements.

1.33 The District Safety Director will monitor and enforce compliance to Occupational Safety and Environmental Health regulations by all vendors and contractors who provide services and/or products to SCSB.

1.34 In compliance with Florida Statutes 1013.49, Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published material safety data sheet (MSDS). Furthermore, each MSDS must be in English and Spanish and include information regarding the specific chemical identity of the hazardous chemical(s) involved and their common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical: known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.

1.35 All contractors and vendors performing work for SCSB are responsible to provide written notification and material safety data sheets to the District Safety Director for any hazardous material that may be used. SCSB defines hazardous material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health." These substances are classified as poisonous,

toxic, corrosive, and flammable, explosive, radioactive or otherwise have any warning on the product label.

1.36 The District Safety Director must approve all hazardous materials used by outside contractors' prior to use.

1.37 All requests for approval of product shall be directed to the District Safety Director, 702 2<sup>nd</sup> St. NW, Live Oak, FL.

1.38 Current, legible copies of material safety data sheets (MSDS) will be used to evaluate all products. This information must be provided at least 5 working days prior to use and must include the contractor's safety plan (precautions needed by the contractor's employees).

1.39 After review by the District Safety Director, the original provider of the MSDS will be provided a copy of the MSDS stamped approved with or without additional restrictions or disapproved.

1.40 The contractor using the product must follow any identified restrictions and must also maintain a copy of the approved MSDS at the job location.

1.41 Any product used in SCSB shall be used in accordance with the manufacturer's instructions and applicable District policies.

1.42 Certain products will not be authorized for use in SCSB in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.

1.43 A product approved for use by District employees does not constitute an automatic approval for use by outside contractors. All products used by outside contractors must be specifically approved for each job within the District.

1.44 District employees will not use products approved for use by outside contractors unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS book.

1.45 Use of hazardous materials at sites where no students or District employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State & local regulations shall apply.

1.46 Contractors are responsible to remove all products used on projects immediately upon completion. Products left for District use will be listed on a manifest indicating type of container, amount and the location of the product. SCSB employee who originated the service or contract shall sign the manifest and send to the District Safety Director.

1.47 All vendors, contractors and their employees including sub-contractors, performing work under the terms of this contract, will follow the best environmental working practices at all times. The awarded vendor or contractor shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to District operations as well as comply with all Federal, State, local and District environmental polices and procedures. The awarded vendor or contractor may be required to supply a written copy of their environmental program/manual for review after contract award. Periodic review of vendor's environmental manual and operations may be conducted. Vendors and contractors will be responsible for removal and clean up of all contamination (or potential

contamination) when it occurs or is identified by the District Safety Director. All incidents shall be immediately report to the District Safety Director.

1.48 Asbestos-containing materials (ACM) and lead based paint (LBP) - ACM and LBP are present in many District buildings. The presence of ACM

and LBP does not necessarily mean that a hazard exists; however, a hazard may be created when ACM and LBP are disturbed. It is the responsibility of the vendor or contractor to contact the District Safety Director prior to commencing any work that may disturb any ACM or LBP at District facilities.

## 2 SPECIAL TERMS

**2.1 Additional Charges:** All additional charges such as installation, shipping, insurance, or other costs must be fully itemized and included with the bid. Charges not specified at the time of the bid/quote will not be honored.

**2.2 Assignment:** Successful bidders, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to him here under, without the previous written consent of SCSB.

**2.3 Award (Next Rated Bidder):** In the event of default or non-availability of product, SCSB reserves the right to utilize the next rated low bidder and their stated bid prices as needed.

**2.4 Catalogs & Brochures:** Complete technical information and sales brochures must be submitted at time of bid opening for your bid to even be considered. Final consideration of any offered equal will require sample of the item to be made available for visual inspection along with a list of local references.

**2.5 Currency:** Bid must be made in US dollars. Payment will be in US dollars.

**2.6 Defective Material:** The successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received which is

found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the bidder within five (5) calendar days.

**2.7 Dispute Resolution Clause:** In the event a dispute occurs or a clarification of minor contract terms becomes necessary, please indicate your company representative. The District representative will be the Chief Financial Officer. Venue of legal action will be in Suwannee County, State of Florida.

**2.8 Emergency Purchases:** SCSB reserves the right to make emergency purchases from the next low bidder and so on should the vendor be unable to deliver the required item in the required timeframe.

**2.9 Insurance:** The successful bidder(s) shall have prior to performance a certificate of insurance showing: Liability -- \$500,000.00 minimum and Property -- \$1,000,000.00. Or in lieu of the previous: Combined Single Limit (CSL) - - \$500,000.00.

**2.10 Workers' Compensation:** The contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the contractor shall

require the subcontractors similarly to provide Workers' Compensation Insurance as required by Florida Statute 440.10 for all the latter's employees unless such employees are covered by the protection of the contractor. **Contractor also agrees to supply evidence of such coverage with the submission of this bid.** Contractor agrees to indemnify and to hold harmless schools from and against any and all liability which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of SCSB, its agents or employees.

**2.10.1 For all awarded contracts, Suwannee County School Board must be listed as additional insured on the certificate.**

**2.11 Laboratory Testing:** In the event materials shipped to SCSB as outlined herein indicate substandard specifications in the qualitative or quantitative manner, SCSB reserves the

right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. Should specifications be found to meet standards, SCSB shall pay all costs.

**2.12 Price Decreases:** If prices decrease during the term of this contract, the successful bidder must notify SCSB of the lower prices so that all subsequent orders will reflect accurate pricing.

**2.13 Silence of Specifications:** The apparent silence of any specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement.

### 3 SPECIAL PROVISIONS

**3.1 Scope of Work:** Suwannee County School Board is seeking bids from qualified firms

3.1.1 Any deviations from these specifications shall be clearly noted. Detailed descriptions and/or illustrations must be provided with your bid for consideration.

3.1.2 SCSB reserves the right to increase the number of sites during the contract period. Any additional sites shall be serviced at the same rate/cost bid herein.

3.1.3 Estimated expenditure: \$40,000 - \$75,000.

3.1.4 Technical Documentation: A complete set of manuals and all related documents for all components included in the system are to be provided at the time of delivery.

3.1.5 Training: The successful vendor will be responsible for providing on-site training and instruction to Facility employees in regard to operation, cleaning, and maintenance on applicable equipment. All training must be scheduled at least five (5) days in advance with the Facility Office at 386-647-4152.

3.1.6 Substitutions: No substitutions of bid items are allowed.

**3.2 Clarification:** The last day to submit questions concerning this ITB shall be June 21<sup>st</sup> 2012 at 4:00 p.m. Questions received after this time will not be addressed.

**3.3 Addenda:** See General Terms and Conditions, Section 1.3 for instructions on how to receive addenda.

**3.4 Contract Term/Option to Renew:** The initial term of the contract shall be for a Two (2) month period following the Suwannee County School Board

approval. The anticipated date of award is June 28, 2012.

3.4.1 The initial term of the contract shall be from June 28, 2012 to August 10, 2012 following the approval of the Suwannee County School Board.

3.4.2 All prices offered herein shall be firm against any increase for at least 2 months from effective date of this proposed contract. This contract may be extended, upon mutual acceptance, for a period not to exceed 180 days.

**3.5 Experience:** The successful bidder shall have been in the paving business for a minimum of five (5) years and maintain a current business license from the State of Florida. Bidders shall provide documentation of applicable license, certification, and/or commercial experience. SCSB reserves the right to request documentation at any time during the contract period.

**3.6 References:** Bidders shall submit, with the bid response, the name and address of two (2) firms located within the State of Florida with whom you have projects of similar scope which have been in effect for a minimum of twelve (12) consecutive months. SCSB may utilize other references information on a bidder's capability to determine performance history. Negative references, in SCSB's sole discretion, may be cause for disqualification of bidder. Submit references by duplicating the Reference Release Form on Section 9 and completing the top section only.

**3.7 Award:** Award of this contract shall be to the lowest responsive and responsible bidder who best meets the terms and conditions of the bid. Consideration of award shall be based on the information submitted, including

bidders' past performance, client references, and delivery greater than 45 days. SCSB reserves the right to make multiple awards, award by groups, types or categories, item by item or lump sum total, whichever may be in the best interest of SCSB.

3.7.1 Out of state bidders: Bidders must be licensed in the State of Florida.

3.11 **Communications:** Contractor must provide a means to receive direct communications from SCSB. Contact means shall be by phone, radio, or pager. When Contractor desires to be contacted by radio, Contractor must provide a radio communication device to SCSB for communication purposes for the duration of the contract. When contact is by pager, Contractor must respond within 30 minutes of the page.

3.11.1 A copy of all written communication between any SCSB school/site and the Contractor shall be forwarded to the Facilities Director upon issuance.

3.11.2 A contact person, who is responsible for all orders, will need to be designated by the vendor. A local or toll free phone number, facsimile number and email address must be provided. The representative shall be required to be available from 7:00 am to 4:00 pm Monday – Thursday

**Vendor's Representative:**

\_\_\_\_\_  
Local or Toll Free Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

3.12 **Debris Removal:** The Contractor shall be responsible for removal of all debris from the site and cleaning work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a SCSB representative, shall remove such debris and materials from property.

3.13 **Accounting and Invoicing:** Payments terms are net thirty (30) days with purchase order. All accounting and invoicing correspondence must reference a SCSB purchase order number. No minimum orders are allowed.

3.13.1 Original invoices, or project draw on percentage of completion, shall be submitted to SCSB Facilities Department, as provided for on the purchase order.

3.16 **Contract Termination:** SCSB shall have the right at any time and at all times to terminate this agreement with or without cause, upon written notice of such termination provided not less than 30 days prior to the date that such termination is to be effective, or with such lesser notice as SCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to SCSB. In the event SCSB shall elect to terminate this contract without cause, SCSB shall compensate the bidder for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given the awarded contractor agrees to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The awarded contractor shall have no further rights, and SCSB



shall have no further obligation, to the awarded contractor subsequent to the date of termination of this contract as specified in the written notice.

**3.17 Contract Administration:** SCSB will periodically inspect work completed or in process to assure that the requirement of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to SCSB. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in terminations of the contractor's right to proceed further with this contract. The Contractor and his sureties may be liable to SCSB for any additional cost incurred by SCSB to complete this contract. At this point, the contractor shall be considered in default and the contract subject to termination.

**3.17.1** It is the intention of SCSB to contract as specified herein with one or more sources that will give prompt and convenient response to our needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Facilities Department.

**3.19 Responding to Solicitation:** Those interested in responding to this or any SCSB Facilities opportunity must contact the Facilities Department at 386-647-4151 and request a bid packet.

**3.20 Small Business Enterprise (SBE):** SCSB expects participation of small business enterprises in the

provision of goods, services and construction. If third-party agreements are necessary for the awarded firm to complete this contract, SCSB recommends using a small business.

**3.21.1** It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. SCSB shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

**3.22 Jessica Lunsford Act:** Effective September 1, 2005, in order to comply with the Jessica Lunsford Act, vendors meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by the District's Human Resources Department which consists of FDLE/FBI search. Criteria: (i) Be at school when students are present, or (ii) Have direct contact with students, or (iii) Have access to or control of school funds. Effective July 1, 2007, Senate Bill 988-High Risk Offenders, was signed into law. This bill amends the Jessica Lunsford Act provisions that require background checks for contractors on school grounds, and provides an opportunity for school districts to make allowable changes to their district procedure. SCSB has decided to continue its current fingerprinting and background check requirements, and will not adopt the statutorily allowed changes with the exception of:

**3.22.1** Contract employees who work, and at all times remain, in an area separated from students by a chain link fence that is at least six feet high, will not be subject to fingerprinting and background screening requirements. This exception will be determined through the Facilities Department as a



part of the bid process. Contractors to whom this exception applies will be responsible for maintaining the required fence and for ensuring that workers do not enter any part of the school site which is beyond the fence. Failure of the contractor to meet this requirement will void the contractor's exemption.

3.22.2 If you have no personnel who meet any of the three criteria, the law does not apply to you; therefore you do not need to take action.

**3.23 Contractor's Personnel:** Contractor's staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any SCSB facilities.

3.23.1 Qualifications of new people working under this contract will be submitted to SCSB, in writing, for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

3.23.2 Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each technician performing work for SCSB must carry a picture ID issued by the State of Florida (drivers license or State issued ID) that shall be presented upon request while on SCSB property. This provision will be strictly enforced.

3.23.3 Use of tobacco products shall only be allowed in designated area(s).

3.23.4 Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.

3.23.5 The Contractor is not to use any Day Labor or temporary workers at any SCSB facility. This includes all technicians that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.

3.23.6 The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 A(3) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.

3.23.7 Possession of firearms will not be tolerated on SCSB property; nor will violations of Federal and State laws and any applicable SCSB policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this Invitation to Bid.

3.23.8 "Firearm" shall mean 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.

3.23.9 No person who has a firearm in their vehicle may park their vehicle on SCSB property.

3.23.10 If any employee of a Contractor or Sub-Contractor is found to have brought a firearm on SCSB property, said employee will be terminated from SCSB contract by the Contractor or Sub-Contractor. If the Sub-Contractor fails to terminate said employee, the Sub-Contractor's agreement with the Contractor for SCSB contract shall be terminated. If the Contractor fails to

terminate said employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate said employee, the Contractor's agreement with SCSB shall be terminated.

**3.24 Facilities Inspections:** SCSB reserves the right, prior to award of any contract and throughout the bid period, to inspect the prospective vendor's facilities and place of business to determine that the vendor has a regular, bona fide establishment, that is

presently a going concern and is likely to continue as such.

3.24.1 Qualifications to be evaluated may include, but not be limited to, the vendor's ability to service the School District in terms of: 1) delivering orders promptly and in an organized manner by customer-oriented drivers, 2) accuracy of invoicing, 3) providing accurate and timely reports, 4) capacity of the delivery fleet and 5) good communication with the Facility Staff.

*~NEXT PAGE~*

#### 4 CONTACT INFORMATION AND CERTIFICATION

4.1 Bidder must supply the information listed below for bid to be considered.

4.2 The signer of this bid response guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

4.3 The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Suwannee County School Board, or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

4.4 The undersigned certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this bid's terms, conditions, specifications, attachments, and addendum.

4.5 The undersigned certifies he/she is authorized to sign this bid for the bidder.

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**5 ATTACHMENT A (page 1)**

**INVITATION TO BID, SCSB BID NO. 12-210  
 BID RESPONSE FORM - PAVING OF SILAS DRIVE EXTENSION AND SMS  
 PARENT/STUDENT DROP-OFF LOOP**

To: Suwannee County School Board

Date: \_\_\_\_\_

The undersigned, on behalf of \_\_\_\_\_  
 hereby submits a Complete Bid for **PAVING OF SILAS DRIVE EXTENSION AND SMS  
 PARENT/STUDENT DROP-OFF LOOP**, in response to Suwannee County School  
 Board, Invitation to Bid No. 12-210 in the amount of \$\_\_\_\_\_ Silas  
 Drive Extension, and \$\_\_\_\_\_ SMS Parent/Student Drop off Loop

*Attachment A (page 1) should be used as a cover sheet for all bid submissions.*

**Suwannee County School Board  
 Paving for Silas Drive Extension and SMS Parent/Student Drop-off Loop - 2012  
 Bid Proposal Form**

<b>Pay Item</b>	<b>Pay Item Note</b>	<b>Units</b>	<b>Unit Price</b>
Mobilization	Initial Mobilization to include necessary transport for both projects.	1	
Asphaltic Concrete SP 12.5 Virgin Mix	Includes all material, equipment and labor to place and compact asphalt in 1.5" lifts	SY	
Asphaltic Concrete SP 9.5 Virgin Mix	Includes all material, equipment and labor to place and compact asphalt in 1.25" lifts	SY	
Asphaltic Concrete SP 9.5 Virgin Mix	Includes all material, equipment and labor to place and compact asphalt in 1.00" lifts	SY	
Surface Preparation	Includes all material, equipment and labor required to prepare areas for asphalt placement	SY	

Seal Coating	Includes all material, equipment and labor required properly seal existing pavement	SY	
Pavement Markings 4" Yellow	Includes all material, equipment and labor required to place traffic paint	LF	
Pavement Markings 4" White	Includes all material, equipment and labor required to place traffic paint	LF	
Pavement Markings 4" Blue	Includes all material, equipment and labor required to place traffic paint	LF	

**All construction methods and materials shall adhere to the latest edition of the  
Florida Department of Transportation  
"Standard Specifications for Road and Bridge Construction"**

**Attachment A (page 2)**

Company Name:		
Address:		
City, State: Zip:		
FEIN:	E-Mail:	
Telephone: (    )	Fax: (    )	
Emergency Contact Name:	Title	
Address:		
Telephone: (    )	Fax: (    )	
Prompt Payment Discount:	Yes – Percentage	No
Preferred method to receive purchase orders:	US Mail	Fax
Signature of Owner or Authorized Officer:		
Typed (Printed) Name and Title of Above:		
Date Submitted:     /     /		

**6 ADDENDUM FORM**

Receipts of the following Addenda are hereby acknowledged (list all Addenda as follows):

ADDENDUM NO	Dated
ADDENDUM NO	Dated
ADDENDUM NO	Dated

Dated this Day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Owner or Authorized Officer: \_\_\_\_\_

Typed Name of Above: \_\_\_\_\_



## 7 DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more bids that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the Facilities of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes 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.

Unless indicated below, the prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the above drug-free workplace certification.

Please check mark in the space provided if your company **meets** the drug-free workplace certification.

\_\_\_\_\_ **Meets** drug-free workplace certification.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**8 REQUIRED SUBMITTALS CHECKLIST**

Note: Submittal is **required** for each box checked (or where applicable) for bid to be considered.

XX	Addendum Form
XX	Bid Response Form
	Bid Security: See bid for guidelines
XX	Business Resume
	Catalogs
XX	Certificate of Insurance: See enclosed guidelines for detailed specifications
XX	Contact Information & Certification
XX	Drug Free Workplace Certification
	Financial Statement
	Illustrations
XX	List of References
	Manufacturer's certificate of warranty
XX	MSDS Sheets
	Product Samples: See bid for specific details
	Specifications

XX	Work Schedule: Only required if completion will run beyond (30) days
	Other: Most recent sanitation inspection report
	Other: One page summary bidder's Recall Policy and Procedures
	Other: Product Information Sheets: Including product label with ingredients and nutritional information
	Other: Letter from Bonding Agency that Contractor is in good standing and can be bonded up to \$250,000.

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**9 REFERENCE RELEASE FORM**

I, \_\_\_\_\_ being of \_\_\_\_\_, give  
(Name / Title) (Name of Company)

Suwannee County School Board, Florida, authorization to check our company's previous performance.

Authorizing Signature: \_\_\_\_\_

**REFERENCE**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: FAX NUMBER: \_\_\_\_\_



**\*STOP\* Remaining to be completed by SCSB**

<b>TECHNICAL PERFORMANCE</b>							
	<b>EXCELLENT</b>			<b>UNSATISFACTORY</b>			
<b>FACTORS / RATINGS:</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<b>Completion of major tasks/milestones/deliverables on schedule</b>							
<b>Responsiveness to changes in technical direction</b>							
<b>Ability to identify risk factors and alternatives for alleviating risk</b>							
<b>Ability to identify and solve problems expeditiously</b>							
<b>Ability to employ standard tools/methods</b>							
<b>MANAGEMENT PERFORMANCE</b>							
	<b>EXCELLENT</b>			<b>UNSATISFACTORY</b>			
<b>FACTORS / RATINGS:</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<b>Overall communication with staff</b>							
<b>Effectiveness and reliability of Contractor's Key Personnel</b>							
<b>Ability to recruit and maintain qualified personnel</b>							
<b>Ability to manage multiple and diverse projects/tasks from planning throughout execution</b>							
<b>Ability to effectively manage subcontractors</b>							

<b>MANAGEMENT PERFORMANCE</b>							
	<b>EXCELLENT</b>			<b>UNSATISFACTORY</b>			
<b>FACTORS / RATINGS:</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<b>Ability to accurately estimate and control cost to complete task</b>							
<b>Overall performance in planning, scheduling and monitoring</b>							
<b>Use of management tools (e.g. cost/schedule, task management tools)</b>							
<b>CUSTOMER SATISFACTION</b>							
	<b>EXCELLENT</b>			<b>UNSATISFACTORY</b>			
<b>FACTORS / RATINGS:</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<b>How would you rate the Contractor's overall technical performance on this contract / order?</b>							
<b>How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?</b>							
<b>Total Dollar Amount of Contract:</b>							
<b>Additional Comments:</b>							
<b>Would you use this Contractor Again?</b>	<input type="checkbox"/>	<b>YES</b>				<input type="checkbox"/>	<b>NO</b>