

<b>SUBMIT TO:</b> The School District of Osceola County, Florida Purchasing Department, Building 2000 817 Bill Beck Blvd. Kissimmee, FL 34744		<h2 style="text-align: center;">INVITATION TO BID</h2> <p>AN EQUAL OPPORTUNITY EMPLOYER  <a href="https://vendorlink.osceola.org/vendor/common/searchsolicitations.aspx">https://vendorlink.osceola.org/vendor/common/searchsolicitations.aspx</a></p> <p style="text-align: right;">Date issued: <i>February 10, 2016</i></p>
<b>CONTACT PERSON:</b> <i>Linda Hysell</i>		
Telephone #: 407.870.4630 Fax #: 407.870.4616		
<b>TITLE:</b> <b>Playground Equipment, Surfacing, Installation &amp; Repair</b>	<b>NUMBER:</b> <b>SDOC-16-B-087-LH</b>	<b>SUBMITTAL DEADLINE:</b> <b>March 17, 2016 at 2:00 PM</b>
<b>PRE PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:</b> <b>February 24, 2016, 9:00 AM at 817 Bill Beck Blvd, Bldg 2000, Kissimmee, FL 34744</b>		<b>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED</b>
FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this ITB.):		Florida Division of Corporation Document Number:
<b>MAILING ADDRESS:</b>		I hereby certify that I have read and understand the requirements of this Invitation To Bid and that I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.  <div style="text-align: center; font-size: 2em; font-weight: bold;">X</div> <div style="text-align: center;">           _____            Authorized Signature         </div> <div style="text-align: center;">           _____            Name         </div> <div style="text-align: center;">           _____            Title         </div> <div style="text-align: center;">           _____            Date         </div> <div style="text-align: center;">           _____            Email Address         </div>
<b>CITY – STATE – ZIP:</b>		
<b>TELEPHONE NO:</b>		
<b>FAX NO:</b>		
<b>FEDERAL ID NO. OR SOCIAL SECURITY NO.</b>		
<b>THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE</b> <b>GENERAL CONDITIONS AND INSTRUCTIONS</b> <b>**** PLEASE READ CAREFULLY ****</b> Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.		

- 1. SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

- 2. EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.
- 3. OPENING:** The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies.

- 4. PUBLIC RECORD:** The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
- 5. CLARIFICATION/CORRECTION OF ENTRY:** The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- 6. INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

Failure to acknowledge addenda may result in the offer not being considered.

7. **INCURRED EXPENSES:** This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or contract agreement.
8. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
10. **TAXES:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.  
  
Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.  
  
If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Purchasing Department is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Department. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Department to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any 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 shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits

filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the School Board.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
19. **INDEMNIFICATION OF SCHOOL BOARD**  
The offeror shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the Bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the offeror to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the Bidder's performance or nonperformance of services pursuant to the contract.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The offeror, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified, offeror may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at offeror's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the Bidder being removed from the School Board Bid list and the Bidder being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.
27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School Board Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.
29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Bidder and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to bid.
30. **AVAILABILITY OF FUNDS:**  
The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School Board staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School Board staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. (School Board Rule 7.70.I.G)

32. **DISTRICT DEMOGRAPHICS:** The District is coterminous with Osceola County. The annual budget for the District for 2014-2015 school year totals \$800,044,898, including an operating budget of \$499,412,243, and a capital budget of \$96,149,527. The District operates forty four schools, which includes twenty-four (24) elementary schools, eight (8) middle schools, eight (8) high schools, three (3) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for four alternative education sites, and thirteen charter schools. The total full-time K-12 enrollment of public school students as of December 2013 is 59,503.
33. **SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a contract, the Executive Director of Contract Services or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the Executive Director of Contract Services may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School Board. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Executive Director of Contract Services may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards.
34. **SCHOOL BOARD RULES, POLICIES AND PROCEDURES:** The rules, policies and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the Vendor is bound to understand the limitations on the staff of the School Board with whom the Vendor or its consultants, subcontractors and agents/employees may deal. Personnel of the School Board are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the Vendor and the Vendor is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.
35. **OTHER AGENCIES**
- A. All Bidders awarded contracts from this solicitation may, upon mutual agreement with the awarded Bidder(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.
- B. Further, it is understood that each entity will issue its own purchase order to the awarded Bidder(s).

**THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,  
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER  
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD**

**OSCEOLA COUNTY SCHOOL DISTRICT**  
**INVITATION TO BID**

The purpose of this Invitation To Bid (ITB) is to solicit competitive sealed Bids to furnish Playground Equipment, Surfacing, Installation and Repair for the use of The School Board of Osceola County, Florida (School Board).

**1.0 SCOPE**

**1.01** This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by the School Board.

**1.02 AWARD TERM**

The successful bidder(s) shall be awarded a contract for an initial three (3) year term with one (1) subsequent one year renewal period. The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

**1.03 INTENTIONALLY DELETED**

**1.04 THE INTENT** of this bid is to establish a contract for a period of three (3) years from the date of award of the bid during which time the successful bidder shall guarantee firm discounts for the item(s) awarded to him as specified in this bid.

**1.05 PRODUCTS OR SERVICES TO BE PROVIDED, AND APPLICABLE SPECIFICATIONS**

Bids are being requested and will be evaluated on the basis of a minimum fixed percentage discount from bidders' most current catalog(s), CD(s) or printed price sheet(s) for Playground Equipment, Surfacing, Installation & Repair in order to produce the lowest net cost for the District. Bidders shall provide a firm, fixed discount that will be applied to all items in the vendor's current catalog(s), CD(s) or printed price sheet(s), if discount varies by manufacturer indicate that on the bid submittal form. Unless a change is deemed in the best interest of the School District there shall not be any discount adjustments during the term of the bid. Discount provided on the bid submittal form shall remain firm throughout the term of the bid. Bidders are encouraged to consider this requirement when offering discounts on the bid submittal form.

If the order is estimated to be under \$3,000.00, the schools and/or departments may use any of the awarded bidder(s). If the order is estimated to be over \$3,000.00 the schools and/or departments must receive three (3) written quotes from the list of awarded Bidders, and the order will be awarded to the bidder with the lowest, responsible and responsive quote. Quotes shall be returned to schools and/or departments within 3 days.

**A. SERVICES**

- 1) Play equipment must meet or exceed Consumer Products Safety Commission Guidelines and ASTM Standards. IPEMA Certification is desired, but not required.
- 2) Installation and repair services must be according to relative industry standards such as National Playground Safety Institute.
- 3) Fall zone material and installation must adhere to industry related standards to include CPSC and ASTM.
- 4) School Board regulations must be adhered to by all employees and the awarded Bidder(s) while on any School Board property.
- 5) Any and all damage to grounds, underground utilities, buildings, shrubbery, District owned or leased equipment shall be made whole by the awarded Bidder(s).
- 6) Awarded Bidder(s) must coordinate for "LOCATES".

- 7) Work shall be performed under a no cost permit issued through the District's Permitting Department.
- 8) All work must be inspected prior to approval. Payment(s) are based on successful inspections.
- 9) Bidders providing a service must hold an Occupational License. In accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Occupational License, with the copy of the Occupational License of home state/county/city.
- 10) No part of this contract shall be subcontracted without the expressed permission of the Purchasing Department. Any request to subcontract must be in writing and accompanied by a copy of the subcontracting company's license as stated in Section 105, A(9).
- 11) All equipment/products must be approved by our Code Compliance and Environmental Safety Department prior to issuance of a purchase order.
- 12) All equipment/products must be approved by our Health and Safety Department.
- 13) **Catalogs and price sheets for all play environment related products that you would like to be considered as part of this bid must be submitted with this bid response.**
- 14) **If freight charges apply to Surface Products it must be included in the bid price.**
- 15) **If there is freight charges for playground equipment those charges must appear on the quotes for each project and must appear on the purchase orders issued to your company.**

**B. INSTALLATION/REPAIR**

- 1) The installer/contractor shall be responsible for unpacking, uncrating and installation at job site in accordance with specifications.
- 2) Installation and repair contractors must supply WRITTEN FACTORY CERTIFICATION that they are certified/authorized to install playground equipment as required by the manufacturer. Failure to supply this documentation with the bid proposal may result in bid rejection. Each Foreman on site supervising installation must have NPSI (National Playground Safety Institute) certification or at least one member of the crew on site must have NPSI certification. The installing contractor has to provide a signed letter stating, "This equipment has been installed according to manufacturer's specifications". Letter must be provided at time of final inspection.
- 3) If your company offers repair services the rates shall be a hourly rate on the bid submittal form.

**C. RUBBER MULCH**

**Must meet or exceed Rainbow Turf Rubber Mulch**

- 1) Shall be composed of 100% recycled shredded SBR (styrene butadiene rubber) rubber tire buffing.
- 2) Non-toxic iron oxide organic pigments and aromatic.
- 3) Shall have been marketed by name with the United States for at least ten (10) years.
- 4) Must meet or exceed the following:
  - a) ASTM F1292 Standard Specification for Impact Attenuation.
  - b) ASTM F1951-99 American with Disabilities Act Wheelchair Accessibility.
  - c) ASTM D2859 Test for Burning Pill Test.
  - d) ASTM F1551 Test for Water Permeability.
  - e) Colorfastness AATCC Test Method 16E.
- 5) Attach to the bid a price table for rubber mulch and must be included in your bid response stating:
  - a) This price sheet may not contain other terms and/or conditions.
  - b) Your company name must clearly be indicated on the price sheet.
  - c) Prices must be stated per square foot, bag to include size and pallet with size of bag and quantity of bags per pallet.
- 6) Must submit manufacturer's specification product data sheet and a quart size plastic bag sample of the rubber mulch to be evaluated by our Health and Safety Department to evaluate.

**D. SURFACING PRODUCTS (POUR-IN-PLACE)**

**Must meet or exceed Rainbow Turf Bond Poured-In-Place 3-Part**

- 1) Must meet or exceed the following criteria:
- 2) Bonded rubber Poured-In-Place:

- a) Polyurethane.
  - b) Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
- 3) Shock Attenuation (ASTM F1292):
  - a) Gmax: Less than 200.
  - b) Head Injury Criteria: Less than 1000.
- 4) Flammability (ASTM D2859)
- 5) Tensile Strength (ASTM D412): 60 psi (4113 kPa).
- 6) Tear Resistance (ASTM D6240): 140%
- 7) Water Permeability: 0.4 gal/yd<sup>2</sup>/second.
- 8) Accessibility: Comply with requirements of ASTM F1951.
- 9) Required mix proportion by weight:
  - a) Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
  - b) Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).
- 10) Must meet current ASTM specification for determination of accessibility to surface systems under and around playground equipment.
- 11) Attach to the bid a price table for surfacing product and must be included in your bid response stating:
  - d) List pricing based on thickness and color options.
  - e) This price sheet may not contain other terms and/or conditions.
  - f) Your company name must clearly be indicated on the price sheet.
  - g) Prices must be stated per square foot and must include all materials, adhesives, non-woven geotextile membrane, delivered, supplied and installed.
- 12) Must submit manufacturer's specification product data sheet and a 4" X 6" sample to be evaluated by our Health and Safety Department to evaluate.

**1.06 CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S) WITH BID**

All bidders must submit two (2) copies of all catalog(s), CD(s) or printed price sheet(s) to be used under this contract with their bid submittal.

**1.07 CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S) TO SDOC LOCATIONS**

After award, successful bidders shall furnish at least two (2) of the same catalog(s), CD(s) or printed price sheet(s) as presented with the bid to all the District's Schools and Departments. Catalog dispersal is a responsibility of the awarded bidder, not the District.

**1.08 CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S) UPDATED ANNUALLY**

Each year as new catalog(s), CD(s) or printed price sheet(s) are published the successful bidder(s) shall furnish new catalog(s), CD(s) or printed price sheet(s) to the District's Schools and Departments. Prior to the release of new catalog(s), CD(s) or printed price sheet(s) awarded bidders must contact the Purchasing Department to obtain a current list of contacts, and to establish new catalog effective date. Catalog dispersal is a responsibility of the awarded bidder, not the School District.

**1.09 UPDATING OF CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S)**

Bid pricing will be held to the current catalog(s), CD(s) or printed price sheet(s) in use by the District's Schools and Departments. Price increases will not be allowed until a new catalog has been approved by the designated buyer in the Purchasing Department. Once approved, it will be the awarded bidder's responsibility to distribute an ample supply of catalog(s), CD(s) or printed price sheet(s) to the District's Schools and Departments. Booklets and prices used to adjust catalog(s), CD(s) or printed price sheet(s) pricing will not be acceptable. As new catalog(s), CD(s) or printed price sheet(s) become available; it is the awarded bidder's responsibility to have the following:

- New catalog(s), CD(s) or printed price sheet(s) approved by the designated buyer in the purchasing department before distribution to the District's Schools and Departments.

- Deliver sufficient quantities of new catalog(s), CD(s) or printed price sheet(s) to the District's Schools and Departments.
- Establish effective date with buyer after the requirements above have been met.

Any price discrepancies, which occur as a result of the awarded bidder not following the above guidelines, must be honored by the awarded bidder.

**1.10 NEW ITEMS**

New items appearing in the awarded Bidder's catalog released after the bid opening date are to be covered by this bid as if these items were originally included in the catalog(s) submitted with the bid.

**1.11 INTENTIONALLY DELETED**

**1.12 INTENTIONALLY DELETED**

**1.13 INTENTIONALLY DELETED**

**1.14 DELIVERY TERMS**

**A. DELIVERY POINT FOR EQUIPMENT**

ALL QUOTES must include all delivery charges to the delivery point: the address will be listed on the purchase order. The term :”DELIVERY POINT” includes the performance of the supplier of his agent. Delivery charges, if any, shall be included in your quotes and shall be noted on your invoice. No common carrier/drayage charges will be honored by the School District of Osceola County, Florida.

**B. DELIVERY TIME**

Orders shall be placed as needed and expected delivery time frame shall be included when quotes are given to the District. Delivery time frame from receipt of purchase order may determine which vendor receives the order

**C. DELIVERY CHARGES**

Equipment where charges for packing, handling, freight, distribution and inside delivery must be added to quotes to assure that those charges will be noted on the purchase orders issued by the District.

**D. INTENTIONALLY DELETED**

Bid price must include all delivery and installation charges.

**E. HOURS OF DELIVERY**

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the Warehouse are closed.

**F. F.O.B. POINT**

Inspection and acceptance will be F.O.B. Destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the awarded vendor(s) until acceptance by the buyer. If the materials or services supplied to the School Board are found to be defective or not to conform to specifications, the School Board reserves the right to cancel the order. Product return shall be at the seller expense.

**1.15 MINIMUM ORDERS**

If a Bidder wishes to set a minimum order dollar amount, the Bidder must do so by indicating the dollar amount in the space provided on the Price Sheet. Failure to specify shall be considered no minimum dollar amount.

**1.16 LABELING**

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase Order Number.
- D. Company.

**1.17 DAMAGED ITEMS**

In the event an item is received, and it is later determined there is concealed damage when the item is unpacked, the item must be replaced by the awarded Bidder at no cost to the School Board.

**1.18 INSTALLATION**

Where installation is required, the successful Bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School Board). The Bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Successful Bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the successful Bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the successful Bidder shall promptly restore the structure or site to its original condition. Successful Bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**1.19 INTENTIONALLY DELETED**

**1.20 INTENTIONALLY DELETED**

**1.21 INTENTIONALLY DELETED**

**1.22 GUARANTEED QUANTITIES**

No guarantee is given or implied as to the total quantity or dollar value of this bid. The School Board is not obligated to place any order with any awarded Bidder participating in this bid. All schools and departments, however, will be urged to refer to catalogs and discounts of participating Bidders in their attempt to fill their requirements at the lowest net prices.

**1.23 METHOD OF ORDERING**

Items shall be ordered via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

**1.24 ORDERS**

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful Bidder(s) for the purchase of **Playground Equipment, Surfacing, Installation & Repairs**. The successful Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the awarded Bidder. The order should be reviewed for correct prices, catalog numbers, extensions, etc.



**1.25 EXEMPT FROM THIS BID**

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. The School Board reserves the right to bid separately any item if deemed to be in the best interest of the District.

**1.26 NO DAMAGES FOR DELAY**

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

**1.27 SUBSTITUTES**

Unapproved substitutes shall not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment in order to determine if a substitute is acceptable.

**1.28 BARRICADES**

The Bidder shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and Bidder shall provide for removal of all debris from the School Board premises.

**1.29 PALLETIZE**

Shipment(s) must be palletized. Pallets are available for exchange at the time of delivery, if required.

**1.30 INTENTIONALLY DELETED**

**2.0 STANDARD TERMS & CONDITIONS**

**2.01 CLOSING DATE**

Bids must be received by The School District of Osceola County Purchasing Department, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL, 34744-4492, no later than **2:00 p.m., local time, on March 17, 2016**. Bids received after this time will not be considered.

**2.02 TENTATIVE SCHEDULE**

February 10, 2016 ..... Invitation To Bid Available  
 February 24, 2016 ..... Pre-bid Conference  
 February 29, 2016 ..... Question Deadline  
 March 17, 2016 ..... Bid Closing Date  
 April 19, 2016 ..... Planned Award Date

**2.03 DELIVERY OF BIDS**

All Bids shall be sealed and delivered or mailed to the below address. Please note: faxed or e-mailed responses will not be accepted.

The School District of Osceola County, Florida  
 Purchasing Department, Building 2000  
 817 Bill Beck Blvd.  
 Kissimmee, Florida 34744-4492

Mark package(s) **"Bid #SDOC-16-B-087-LH, Playground Equipment, Surfacing, Installation & Repair"** and ensure that Bidders return address is listed on the outside of the package.

**Note:** Please confirm that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to the Purchasing Department, Building

2000 at the above address. To be considered, **a Bid must be received and accepted in the Purchasing Department before the Bid closing date and time.**

#### 2.04 PRE-BID CONFERENCE

- A. A pre-bid conference will be held in the Purchasing Department Conference Room, 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida, at 9:00 a.m., local time, February 24, 2016. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the School Board Purchasing Department in Kissimmee 407.870.4625 at least five (5) days prior to the scheduled date of the meeting.

#### 2.05 PUBLIC BID OPENING

- A. The Bids will be available for inspection by appointment during normal business hours in the Purchasing Department within thirty (30) days after bid opening date or notice of a decision or intended decision, whichever is earlier. (Florida Statute 119.071 (1) (b) 2).
- B. A copy of the completed bid tabulation will be available on the web page at <https://vendorlink.osceola.org/vendor/common/default.aspx> within thirty-one (31) days after the bid opening.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the Purchasing Department at 407.870.4625 at least five (5) days prior to the scheduled date of the meeting.

#### 2.06 BID SUBMITTAL FORM

- A. See **Submittal Requirements** for complete details.
- B. Note: **It is not necessary to return every page of this document with the bid proposal; return only the pages that require signatures or information.**
- C. Each Bidder shall submit one (1) complete set of the Bid Submittal to include:
  - **One (1) hard copy marked "ORIGINAL"**
  - **One (1) hard copies marked "COPY"**
  - **One (1) COMPLETE electronic copy on a CD/Flash Drive in PDF format**  
**The solicitation number and the name of company should be written *on the disk*.**

**If a Non-Disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".**
- D. The Invitation To Bid page and other required documents must be signed by an official authorized to legally bind the Bidder to all bid provisions.
- E. Terms and Conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

#### 2.07 QUESTIONS CONCERNING BID

- A. Questions concerning any portion of this Bid shall be directed in writing or by e-mail to the Purchasing Representative named below, who shall be the official point of contact for this Bid. Questions should be submitted prior to the question deadline scheduled for 12:00 PM on February 29, 2016.
- B. Mark cover page or envelope(s) **"Questions on Bid # SDOC-16-B-087-LH, Playground Equipment, Surfacing, Installation & Repairs"**

- C. Submit questions to:  
 Linda Hysell, Senior Buyer  
 Telephone:..... 407.870.4630  
 Fax: ..... 407.870.4616  
 E-mail: ..... [hyselli@osceola.k12.fl.us](mailto:hyselli@osceola.k12.fl.us)

## 2.08 CLARIFICATION AND ADDENDA

- A. It is incumbent upon each Bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Representative named above. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this Bid, notice may be obtained by accessing our web site. The Bidder in the Bid Submittal must acknowledge receipts of amendments. **Each Bidder should ensure that all addenda and amendments to this Bid have been received BEFORE submitting their Bid. Check the District's web site at <https://vendorlink.osceola.org/vendor/common/default.aspx> for any addenda. The Purchasing Department will not manually distribute any addendum.**

## 2.09 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Bidders must have an active status in order to be eligible to do business with the District. Bidders doing business under a fictitious name, on Page 1, must submit their offer using the Company's complete registered legal name (e.g., ABC, Inc. d/b/a XYZ Company). To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).

## 2.10 AWARD

The School Board reserves the right to award the contract to the Bidder(s) that the School Board deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The School Board is therefore not bound to accept a bid on the basis of lowest price. In addition, the Executive Director of Contract Services, as the School Board's representative, in her sole discretion reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the School Board's best interest.

## 2.11 PAYMENT DISCOUNTS

A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the bid evaluation. All bid prices must be net and not contingent on terms.

## 2.12 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to the School Board as it pertains to: (Responsible)
1. Total Cost.
  2. Delivery.
  3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:

- a. A list of references with the bid and;
- b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
4. All technical specifications associated with this bid.
5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.
6. Current Certificate of Insurance **or proof of insurability** in the amounts indicated.
7. Written Factory Certification.
8. **Current Catalog with published prices or printed price sheets. you are bidding.**
9. **Electronic Catalog (if available) provide website, assign generic user name and password.**

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest, responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

## 2.13 OTHER AGENCIES

- A. All Bidders awarded contracts from this Bid may, upon mutual agreement with the other agency, permit any school district/board, municipality or other governmental agency, to include Public Charter Schools, to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.
- B. Further, it is understood that each school district/board or agency will issue its own purchase order to the awarded Bidder(s).

## 2.14 ASSIGNMENT

The Bidder shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board. In the event of any assignment, the Bidder remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; (3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; (4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

## 2.15 CONTRACT

- A. The contents of this Bid and all provisions of the successful Bidder's Submittal Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, will not be issued.
- B. The Executive Director of Contract Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designees are authorized to make changes to any Contract.
- C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed Purchase Order. The School Board shall not be responsible for any order, change, substitution or any other discrepancy on the Purchase Order. If there is any question about the authenticity of a Purchase Order or Change Order, the Bidder should promptly contact the Purchasing Department.

## 2.16 DISCLOSURE OF BID CONTENT

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a successful Bidder submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the successful Bidder a "Receipt for Trade Secret Information."

**RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.**

## 2.17 BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid represents that:

- A. The Bidder has read and understands the Invitation To Bid in its entirety and that the Bid is made in accordance therewith, and;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

## 2.18 PAYMENT TERMS

### A. INVOICING

The successful Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4492. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order.

- B. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

- C. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest, not to exceed one percent (1%) per month, on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.
- D. The School Board has Electronic Fund Transfer (EFT) capability. List any additional discounts for payment using Electronic Funds Transfer (EFT) and/or any additional discounts to be applied to such payments.
- E. *By submitting a Bid (offer) to the School Board, the Bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the Bidder to the School Board for any legal obligation between the Bidder and the School Board.*
- F. **PARTIAL PAYMENT**  
Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

## 2.19 CERTIFICATES

The School Board reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community, the county, and the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

## 2.20 INSURANCE, LICENSES AND CERTIFICATES

The Bidder agrees to provide and maintain at all times during the term of this agreement, without cost or expense to the School Board, policies of insurance insuring the Bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Bidder under the terms and provisions of this agreement. The Bidder will provide the School Board with copies of current appropriate business licenses.

## 2.21 INSURANCE

Each Bidder will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile and (d) workers' compensation in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The Bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter. Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

(b) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles.

(c) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.

Requirements for the Bidder(s) that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The Bidder shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the Bidder shall either cover any and all sub consultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all sub consultants, separate consultants, and subcontractors shall maintain the insurance coverage's outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

**2.22 INTENTIONALLY DELETED**

**2.23 SAFETY**

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

**2.24 INTENTIONALLY DELETED**

**2.25 INTENTIONALLY DELETED**

**2.26 INTENTIONALLY DELETED**

**2.27 INTENTIONALLY DELETED**

**2.28 DEVIATIONS**

All Bid submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Bidder by the Specifications. Such deviations must be stated in the Bid Submittal Form otherwise the School Board will consider the subject Bid submittals as being made in strict compliance with said Specifications and the Bidder will therefore be held fully accountable for all stated Specifications. Bidders are hereby advised that the School Board will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, **at the sole discretion of The School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the Bid process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other Bidders.

**2.29 SAFETY DATA SHEET**

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the School Board Purchasing Department a Safety Data Sheet for any material, as may apply to this procurement.

**2.30 WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded Bidder shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the Bidder to have waived any right to claims against the School Board concerning this agreement.

**2.31 TERMINATION / CANCELLATION OF CONTRACT**

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Bidder of any obligations or liabilities resulting from any acts committed by the Bidder prior to the termination of the contract.

The Bidder may cancel the resulting Contract with ninety (90) days **written** notice to the Executive Director of Contract Services. Failure to provide proper notice may result in the Bidder being barred from future business with the School Board.

**2.32 TERMINATION FOR DEFAULT/CAUSE**

The School Board's Contract Administrator shall notify, in writing, the Bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. In the event the School Board terminates for default, the School Board shall not be liable for the Bidder's costs on undelivered work, and the School Board shall be entitled to the repayment of advance and progress payments, if any, applicable to that work. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

**2.33 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the Bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to Bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

**2.34 INCURRED EXPENSES**

This ITB does not commit the School Board to award a Contract, nor shall the School Board be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the Submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of a contract agreement.

**2.35 MINIMUM SPECIFICATIONS**

The Specifications listed herein are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder, but to ensure that the School Board receives quality products and services.



**2.36 COMPLIANCE WITH LAWS AND REGULATIONS**

The Bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Bidder shall protect and indemnify School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Bidder shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, state of Florida, Osceola County, or municipalities when legally required and shall maintain the same in full force and effect during the term of the Contract.

**2.37 LOCAL BUSINESS TAX RECEIPTS**

- A. Any Bidder whose permanent business location is in Osceola County must submit with the bid a copy of their Local Business Tax Receipt (formerly known as an "Occupational License") issued to them by the Osceola County Tax Collector.
- B. Any Bidder whose permanent business location is in a Florida county other than Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the tax collector of the county of their permanent business location, unless that county does not collect Local Business Taxes or issue Local Business Tax Receipts.
- C. Any Bidder whose permanent business location is in a Florida county other than Osceola County and who already has a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the Osceola County Tax Collector.
- D. Any Bidder whose permanent business location is within the jurisdiction of a Florida municipality that collects Local Business Tax must submit with their bid a copy of their Local Business Tax Receipt issued to them by that municipality.
- E. Any Bidder whose permanent business location is in a state other than Florida must submit with their bid a copy of all licenses or tax receipts required by the state or local government jurisdiction of their permanent business location.
- F. Any Bidder whose permanent business location is in a state other than Florida and who already has a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the Osceola County Tax Collector.
- G. A successful Bidder whose permanent business location is not in Osceola County whose permanent business location is in a state other than Florida, and who does not already have a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must obtain a Local Business Tax Receipt from the Osceola County Tax Collector within fourteen (14) days of the School Board electronically posting its intent to award the bid to the successful Bidder and submit it as an addendum to their bid within twenty-one (21) days of the School Board electronically posting its intent to award the bid, unless exempt under Section 205.065 FL Statutes.
- H. Because independent contractors are a separate business for purposes of Local Business Tax, any Bidder who intends to use independent contractors to fulfill the Contract to be awarded under this Invitation To Bid must submit Local Business Tax Receipts for every independent contractor they intend to use according to the criteria outlined in subparagraphs A-G above. In other words, substitute the words "independent contractor" for the word "Bidder" in subparagraphs A-G and any independent contractor

who falls within the criteria identified must obtain a Local Business Tax Receipt as outlined and the Bidder must submit it as outlined.

- I. Any Local Business Tax Receipt submitted as required by this section must list the appropriate business type as closely related as possible to the title of the Invitation To Bid and the description and scope of work as identified in the Invitation To Bid. If the county or municipality of the Bidder's permanent business location does not have a specific category that matches, the Local Business Tax Receipt must list a business type that matches as closely as possible.

## **2.38 RECORDS & RIGHT TO AUDIT**

The Bidder shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The Bidder shall retain these records for a period of five (5) years after final payment, or until the School Board audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

## **2.39 CHANGES IN SCOPE OF WORK/SERVICE**

- A. The School Board may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chair and the Bidder.
- B. If the Bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work/service is within the scope of the contract as written, the Bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded Bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

## **2.40 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The School Board shall have the power to make changes in the contract as the result of changes in Florida law and/or rules of the School Board and to impose new rules and regulations on the Bidder under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the Bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but not be limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Bidder. In the event of any future change in federal, state or local law, or if the rules of the School Board, materially alters the obligations of the Bidder, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Bidder, then the Bidder or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and Bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the Bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Bidder directly and demonstrably due to any modification in the Contract under this clause.

**2.41 RIGHT TO REQUIRE PERFORMANCE**

- A. The failure of the School Board at any time to require performance by the Bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce the same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

**2.42 FORCE MAJEURE**

The School Board and the Bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**2.43 BIDDER'S PERSONNEL**

During the performance of the contract, the Bidder agrees to the following:

- A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that it is an Equal Opportunity Employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Bidder shall include the provisions of the foregoing paragraphs above in every sub-contract or purchase order so that the provisions will be binding upon each Bidder.
- E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.
- G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
- H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

- I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
- K. All School Board facilities are smoke free. Smoking on School Board grounds is prohibited.
- L. It is the Bidder's responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment.
- M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.
- N. The Bidder shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- O. The Bidder shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.
- Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
- R. When requested, the Bidder shall cooperate with any ongoing School Board investigation involving economic loss or damage to School Board buildings, or School Board or personal property therein. The School Board reserves the right to require any employee of the Bidder to submit to a polygraph test if the School Board has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the School Board of information acquired by the Bidder from the polygraph test. The School Board, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within School Board buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the School Board will pay for the cost of the examination.
- S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:  
The successful Bidder is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any School Board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder is required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
- T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.

- U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are, or will be, in compliance with those standards for the project awarded.
- V. The Bidder shall strictly prohibit interaction between their employees and the student(s).
- W. Bidder's employees may not solicit, distribute or sell products while on School Board property.
- X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
- Y. The Bidder shall adhere to all of the School Board's security standards.

**2.44 COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School Board Standards. The required level 2 screening includes fingerprinting that must be conducted by a School District in the State of Florida. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

**2.45 CLAIM NOTICE**

The Bidder shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Bidder agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a description of claims experience relating to all Bidder operations at the School Board project site.

**2.46 BANKRUPTCY / INSOLVENCY**

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

**2.47 CONTRACT/BIDDER RELATIONSHIP**

*The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.*

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor the awarded Bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-Bidder's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The Bidder shall hire, compensate, supervise, and terminate members of its workforce; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Bidder shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

**2.48 INTENTIONALLY DELTED**

**2.49 INTENTIONALLY DELETED**

**2.50 INTENTIONALLY DELETED**

**2.51 INTENTIONALLY DELETED**

**2.52 NEW MATERIAL**

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the Purchasing Representative in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the Bidding of used or reconditioned goods, materials, supplies, or components.

**2.53 INTENTIONALLY DELETED**

**2.54 CONFLICT OF INTEREST FORM**

All Bidders shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interest associated with this project.

**2.55 LITIGATION**

The Bidder shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

**2.56 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

In accordance with Section 287.135, Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473, F.S., defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exist for the purpose of making profit." By submitting a response to this solicitation, the Bidder certifies that it and those related entities of the Bidder as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S. Any Bidder awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if the Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the

School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4), F.S., are met.

**2.57 INTENTIONALLY DELETED**

**2.58 RESOLUTION OF BID PROTESTS**

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

- A. The School Board shall follow the procedure specified in Section 120.57(3), F.S., and as the same may be amended from time to time for the resolution of bid protests.
- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Executive Director of Contract Services or other responsible employee of the School Board shall file with the Executive Director of Contract Services as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the School Board equal to 1% of the estimated contract amount. Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- D. Upon receipt of the formal written protest which has been timely filed, the Executive Director of Contract Services shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Executive Director of Contract Services shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Executive Director of Contract Services cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph E in this Section, the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays, and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

## 2.59 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

**Bidder:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

**Contract Administrator:** The School Board's Executive Director of Contract Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be in writing and authorized by the Director of Purchasing and Warehouse and/or the School Board Chair.

**Contract:** The document resulting from this solicitation between the School Board and the Bidder, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Executive Director:** The Executive Director is the Executive Director of Contract Services for the School District of Osceola County.

**Exceptions to Bid:** An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

**Offeror:** The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School Board in response to this invitation.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Respondent:** The term "respondent" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

**School Board:** The word School Board refers to the elected officials of the School Board of Osceola County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.



**School Board's Authorized Representative:** The School Board's Authorized Representative shall have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting Purchase Order.

**School District:** The word School District refers to the entity, The School District of Osceola County, Florida.

**Using Agency:** The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

### 3.0 SUBMITTAL REQUIREMENTS (Submit in the following order)

- A. Completed Invitation To Bid cover page.
- B. Completed **Certified Business Program Reciprocity Affidavit** – If Applicable.
- C. Completed Bid Submittal Form (use attached form).
- D. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- E. Drug Free Workplace Certification.
- F. Debarment Certification.
- G. Emergency/Storm Related Catastrophe-Contractor Agreement Form
- H. Conflict of Interest- All Bidders shall properly complete, have notarized and attach with their Bid Submittal the attached notarized disclosure statement of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts or interests associated with this project.
- I. List at least three (3) recent references where the proposed product has been used within the past year. Use of the attached form will aid in evaluation.
- J. Local Business Tax Receipt in accordance with the Section herein addressed.
- K. **INTENTIONALLY DELETED**
- L. **Attach evidence of required insurance coverage or proof of insurability in the amounts indicated.** If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and School Board contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with their submittal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440, Florida Statutes, shall submit an executed Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

- M. Hold Harmless Agreement.

- N. Confidential Materials – any materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.
- O. All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims in excess of twenty-five thousand (25,000) dollars. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, Bidder shall describe the particular circumstances giving rise to the dispute.
- P. The Bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.
- Q. If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any Bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

**R. INTENTIONALLY DELETED**

- S. All Bidders shall be prepared to submit any or all of their most recent financial statement, preferably a certified audit, or their most recent tax return and balance sheet. If submitting financial information that you would like to be classified as “confidential,” complete and submit the Non-Disclosure Agreement For Confidential Materials paperwork; herein attached.

**T. INTENTIONALLY DELETED**

- U. Additional submittal requirements, including, but not limited to:  
Catalog’s two (2) hard copies include the following:
  - Label on the front cover with your Company name,
  - Contact Person’s Name,
  - Phone number
  - Fax number
  - Discount Percentage (%) off Supplies & Equipment
  - Your Bid/Quote # (if applicable)
  - Minimum Order Amount (if applicable)
  - Exceptions (if applicable)
 Electronic Online catalog (if available) provide the following:
  - Link to website
  - Generic user name (if this will be setup after notice of award, provide contact information of who to contact to setup the District’s Generic User Name and Password)
  - Generic password

- V. Written factory certification. (See Page 5, Section 1.05, B, 2).

- W. Samples of rubber mulch if you are submitting for this product. (See Page 5, Section 1.05, C, 5).

- X. Samples of surfacing products – Pour-In-Place. (See Page 6, Section 1.05, D, 12).

**BID SUBMITTAL FORM**

TO: The School District of Osceola County, Florida  
Purchasing Department, Building 2000  
817 Bill Beck Blvd.  
Kissimmee, Florida 34744-4492

The undersigned hereby declare that [firm name] \_\_\_\_\_  
\_\_\_\_\_ has carefully examined the specifications to furnish:

**PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIRS**

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on March 17, 2016** and further declare that will furnish the playground equipment, surfacing, installation & repairs according to specifications.

1. Playground Equipment (only)	Catalog Name	Date	Discount
a. Catalog			
b. Catalog			
c. Catalog			
d. Catalog			
e. Catalog			
f. Catalog			
<i>If additional space is needed, attach additional pages on company letterhead in above format.</i>			
<b>2. Installation of playground Equipment</b> To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added).		The firm, fixed percentage is _____%	
<b>3. Is your written factory certification for the installation of playground equipment attached?</b>		_____Yes      _____No	
<b>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name:</b>		Name: _____	
<b>5. Does your company provide repair service</b>		_____Yes      _____No \$ _____/hour	

<b>5. Rubber Mulch</b>  Is price table attached  Is manufacturer's specification data sheet attached?  Have samples been submitted?	<div>_____ Yes      _____ No</div> <div>_____ Yes      _____ No</div> <div>_____ Yes      _____ No</div>
<b>6. Surfacing Products (Pour-In-Place)</b>  Is price table attached  Is manufacturer's specification data sheet attached?  Have samples been submitted?	<div>_____ Yes      _____ No</div> <div>_____ Yes      _____ No</div> <div>_____ Yes      _____ No</div>
<b>7. Have you submitted catalog(s), CD(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</b>	<div>_____ Yes      _____ No</div>
<b>8. Minimum order?</b> <div>_____ Yes      _____ No</div> <div>If so,      \$ _____</div>	
<b>9. List any Exclusions:</b> _____ _____ _____	
<b>10. Contact Information:</b>  Name: _____ Phone: _____ Cell: _____ Email: _____	

**Additional Bid Submittal Requirements:**

**A. Local Business Tax Receipts**

The jurisdiction in which the permanent business location resides \_\_\_\_\_  
 (County/City).

The above listed jurisdiction (must check one):

☐ Does issue local business tax receipts (formerly known as occupational licenses) and a copy of the local business tax receipt is included with bid submittal.

☐ Does not issue local business tax receipts.

☐ This does not apply as Bidder is exempt. Bidder must state reason of exemption and include documentation from jurisdiction stating exemption with bid submittal. \_\_\_\_\_

**B. Bankruptcy/Litigation**

Is your company in the process of any bankruptcy proceedings as herein described?

YES ☐ NO ☐

Is your company involved in any litigation as herein described?

YES ☐ NO ☐

**C. Certificate of Insurance**

Attached evidence of required insurance coverage **or proof of insurability** in the amounts indicated?

YES ☐ NO ☐

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES ☐ NO ☐

If yes, does your firm offer a discount? \_\_\_\_\_ %

Do you accept Purchase/Payment by Visa card? YES ☐ NO ☐

**Have you supplied all the Submittal Requirements outlined below?**

- ☐ Completed Invitation To Bid cover page
- ☐ Florida Department of State Division of Corporations Number
- ☐ **Certified Business Program Reciprocity Affidavit** – If Applicable
- ☐ Completed and executed Bid Submittal form
- ☐ Any addenda pertaining to this ITB
- ☐ Drug Free Certification
- ☐ Debarment Certification
- ☐ Emergency/Storm related catastrophe-Contractor agreement form
- ☐ Conflict of Interest form
- ☐ References, in accordance with Section 2.12, *Definition of Responsive and Responsible*
- ☐ Business Tax Receipt, if Applicable
- ☐ Required insurance coverage **or proof of insurability** with bid
- ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- ☐ Confidential Materials
- ☐ Litigations/Bankruptcy
- ☐ Contact Information
- ☐ Subcontractor information (if applicable)
- ☐ Financial Information (Financial Statement, Certified Audit, Tax Return & Balance Sheet, etc.) if applicable
- ☐ Electronic version of signed bid on CD and price sheet
- ☐ The bidder must submit with his bid the Written Factory Certification.
- ☐ Samples of rubber mulch
- ☐ Samples of surfacing products – Pour-In-Place.

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation To Bid (ITB) No. **SDOC-16-B-087-LH" Playground Equipment, Surfacing, installations & Repair "**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company \_\_\_\_\_

Per \_\_\_\_\_ (Print  
name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Dunn & Bradstreet # \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

Division of Corporation Registration Number: \_\_\_\_\_

DRUG FREE WORKPLACE  
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 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 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

**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)**.

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT 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 any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

\_\_\_\_\_  
Organization Name

SDOC-16-B-087-LH      Playground  
Equipment, Surfacing, Installation & Repairs  
Bid Name & Number

\_\_\_\_\_  
Names and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date



## **INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

- 
1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
  2. The certification in this clause is a material representation of fact upon which 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 of 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 whom 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 exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these 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 perspective 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 a 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 may pursue available remedies, including suspension and/or debarment.

**EMERGENCY / STORM RELATED CATASTROPHE  
AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

**CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER**

It is hereby made a part of this Invitation To Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature)	(Print Name)	(Title)

Emergency Telephone Number: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Beeper or Cellular Phone Number: \_\_\_\_\_

**CONFLICT OF INTEREST FORM**

I HEREBY CERTIFY that

1. I, (*printed name*) \_\_\_\_\_, am the  
(*Title*) \_\_\_\_\_ and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the  
Legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

# **LIST OF THREE REFERENCES**

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone/ Fax	
	Email	
	Date(s) of Service	
	Type of Service	
	Comments:	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone/ Fax	
	Email	
	Date(s) of Service	
	Type of Service	
	Comments:	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone/ Fax	
	Email	
	Date(s) of Service	
	Type of Service	
	Comments:	

**HOLD HARMLESS AGREEMENT**

**Return this page ONLY if claiming exemption from the  
Worker's Compensation Insurance Requirement**

I \_\_\_\_\_ am the owner of \_\_\_\_\_, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

(Seal)Commission Expires \_\_\_\_\_



**NON-DISCLOSURE AGREEMENT**  
**For**  
**CONFIDENTIAL MATERIALS**

Reference # \_\_\_\_\_

**RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.**

Bidder:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Bidder (hereinafter the "Bidder"). The School Board of Osceola County and the Bidder are collectively referred to as the "Parties" and may be referred to individually as a Party.

**RECITALS**

WHEREAS, the Bidder possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Osceola County for the purpose of responding to an invitation to bid or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Bidder.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Bidder agree as follows:

1. Confidential Materials. The Bidder warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Bidder may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.
  
3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:
  - (a) Information already known or independently developed by the School Board;
  - (b) Information in the public domain through no wrongful act of the School Board;
  - (c) Information received by the School Board from a third party who was legally free to disclose it;
  - (d) Information disclosed by the Bidder to a third party without restriction on disclosure;
  - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
  - (f) Information that is disclosed with the prior written consent of the Bidder, but only to the extent permitted by such consent.
  
4. Non-Disclosure by Bidder. In the event that the School Board discloses confidential or trade secret information to Bidder, the Bidder agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board’s prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Bidder, or at any time upon request of the School Board, Bidder agrees to return such information (including any copies) to the School Board.
  
5. Duty of Care. Each Party agrees to treat the other Party’s confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party’s information and of the requirement of non-disclosure. In the event either Party has actual knowledge of a breach of the non-disclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Bidder understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Bidder to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Bidder further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.
  
7. Indemnification by Bidder. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Bidder shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.
  
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
  
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
  
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Bidder designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Osceola County, Florida  
 Executive Director of Contract Services  
 817 Bill Beck Blvd., Building 2000



Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.
12. Bidder and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

**The School District of Osceola County, Florida**

BY: \_\_\_\_\_

NAME: Melba Luciano

TITLE: Superintendent

DATE: \_\_\_\_\_

**Bidder**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF CONFIDENTIAL MATERIALS

**Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements  
And Disqualification Provision**

- A. Pursuant to Florida Statutory requirements, potential Bidders are notified:
- 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 287.133(2)(b)* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- 287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
- 287.134(2)(b)* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.
- C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.
- D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

**STATEMENT OF NO BID**

The School District of Osceola County, Florida  
Purchasing Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, Florida 34744-4492

Attn: Linda Hysell – Senior Buyer

Bid # SDOC-16-B-087-LH

We, the undersigned, have decided not to bid for the following reasons.

- ☐ We do not handle products/services in this classification
- ☐ Opening date does not allow sufficient time to complete bid
- ☐ Cannot supply at this time
- ☐ Suitable but engaged in other work
- ☐ Quantity too small
- ☐ Cannot meet required delivery
- ☐ Equivalent not presently available
- ☐ Unable to meet specifications
- ☐ Unable to meet insurance/bond requirements
- ☐ Please remove our name from the vendor file only for the commodity listed above
- ☐ Please remove our name from the School Board's entire vendor files
- ☐ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School Board's vendor list for this commodity.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name of Authorized Person \_\_\_\_\_

Email Address for Authorized Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

## Certified Business Program Reciprocity Affidavit

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

<b><u>CERTIFIED BUSINESS CATEGORIES (Check One)</u></b>			
____ Asian American (A)	____ African American (B)	____ Hispanic American (C)	____ Native American (D)
____ American Woman (E)		____ Service Disabled Veteran (V)	
*Certifying Agency Name: _____		*Certification Number: _____	*Expiration Date: _____
*Attach copy of Certification from Certifying Agency		*Required Information	

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School District of Osceola County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public: \_\_\_\_\_  
 Form of Identification Presented: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_