

<p><b>SUBMIT TO:</b> All Bids must be submitted via VendorLink-- <a href="http://www.myvendorlink.com">www.myvendorlink.com</a>-- at the specified date and time below.</p> <p><i>It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</i></p>	 <p><i>The School District of Manatee County</i></p> <p><b>INVITATION TO BID</b> PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205</p> <p><b>DATE ISSUED: June 30, 2020</b></p>	
<p><b>CONTACT PERSON: Melody Ryan</b></p>		
<p>Telephone #: 941-708-8770 ext 41129 Email address: ryan@manateeschools.net</p>		
<p><b>TITLE:</b> <b>PARTK AND PLAYGROUND EQUIPMENT</b></p>	<p><b>NUMBER:</b> <b>21-0053-MR</b></p>	<p><b>SUBMITTAL DEADLINE:</b> <b>July 22, 2020 3:00P.M.</b></p>
<p><b>PRE-PROPOSAL CONFERENCE - N/A</b></p>		<p><i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</i></p>
<p><b>REQUEST FOR INFORMATION DEADLINE:</b></p>		
<p><b>This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</b></p>		
<p><b>LEGAL NAME</b>, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</p>	<p><b>Florida Division of Corporation Document Number</b> (<a href="http://www.sunbiz.org">www.sunbiz.org</a>):</p>	
<p><b>MAILING ADDRESS:</b></p>	<p>I hereby certify that I have read and understand the requirements of this Solicitation 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.</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Typed Name</p> <p>_____</p> <p>Title Date</p> <p>_____</p> <p>Email Address</p>	
<p><b>CITY - STATE - ZIP:</b></p>		
<p><b>TELEPHONE NO:</b></p>		
<p><b>FAX NO:</b></p>		
<p><b>FEI/EIN Number:</b></p>		

**BID SUBMITTAL CHECKLIST**

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- Invitation to Bid Form
- Pricing, Delivery and Warranty Submittal
- No Bid Response Submittal Form OR Bidder Acknowledgement
- Bidder's Experience and Qualifications
- Bidder's Statement of Principal Place of Business
- Bidder's Statement of Financial Qualification
- Drug-free Workplace Certification
- Debarment and Suspension Certification
- Scrutinized Company Certification
- Byrd Anti-Lobbying Amendment
- Anti-Discrimination Amendment

## SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers to provide various park and playground equipment such as composites, swing sets, shade structures, park and site furnishings (park benches, outdoor trash receptacles, outdoor picnic tables, etc.).

This bid is for materials at a fixed discount from manufacturer's and/or bidder's current catalog price list(s) and installation as required based on a firm fixed percentage markup of the cost of equipment. It is understood that current price list(s) are subject to change; however, percentage shall remain fixed.

Minor repairs shall be billed at a discounted hourly repair rate plus a percent markup for material.

**Contract Value: Contract Value:** No guarantee is given or implied as to the total dollar value of this bid.

Specifications and the quality standards of service set forth in this bid.

## SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of one (1) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **September 12020 through August 31, 2023.**
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension:** In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

- (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

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- (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

- (3) a. Automobile Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit.

- (4) Contractual Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

- (5) Completed Operations Endorsement equal to or greater than \$1,000,000.00 per occurrence.

- (6) Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000.00 per occurrence.

- (7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

- (8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

- (9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

\*\*Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least \$1,000,000.00 of Professional Liability Insurance coverage.

### SECTION 3. SPECIFICATIONS

Equipment/Installation shall comply with the following Manatee County School District Playground Equipment Committee's guidelines:

- 1) General: Public use playground equipment shall meet all the requirements of the current ASTM F1487 American Standards for Testing and Measurement and the CPSC Consumer Product Safety Commission and ADA Accessibility guidelines:
- 2) Specific: Individual pieces of equipment shall meet specific design requirements, in addition to the general design, as indicated in bid specifications.
- 3) Requirements not addressed in above guidelines shall comply with prevailing safety standards as set forth in "A Handbook for Public Playground Safety" developed by the U.S. Consumer Product Safety Commission and such safety standards indicated by the Florida Recreation and Parks Association. All equipment/installation shall meet current ASTM

Playground Safety Standards for Playground Equipment for Public Use. All state, federal and local safety rules and regulations also must be met.

Upon completion of installation, the Certified National Playground Safety Inspector and the School District of Manatee County Representative shall perform a final inspection prior to use.

**CERTIFICATION-INSTALLERS: All bidder's must supply WRITTEN FACTORY /MANUFACTURERS CERTIFICATION that they are certified/authorized to install/repair playground equipment as required by the manufacturer. Failure to supply this documentation may result in bid rejection. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.**

The installation contractor is advised that the installation/inspection of finished project of these units shall be coordinated with the Project Manager, Supervisor of Grounds Maintenance and Principal at each school site.

Contractor shall provide the following information to Supervisor of Grounds Maintenance after installation of playground equipment:

- 1) Copies of all blueprints, specifications, manufacturer's instructions, extensive parts list, warnings, and any other documentation deemed appropriate by the School Board Grounds Maintenance Department.
- 2) Certification of proper installation following final inspection from Manufacturer/Contractor, including the certification of the location as required by current ASTM F1487 and CPSC guidelines.
- 3) Sign-off letter from contractor stating the date of final inspection, problems found (if any), and repairs made.

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CATALOG: Each Bidder shall submit with this bid at no charge two (2) current catalog(s). All catalogs shall clearly identify the bid number, bid name, and the Bidder's name, address and telephone number. Additionally, each Bidder awarded an optional year renewal will submit at no charge two (2) current catalog(s) as requested. Upon Board approval of bids, all awarded Contractors may send current catalog(s) to each site. Catalog(s) shall clearly identify the bid number, bid name, and the bidder's name, address and telephone number, at vendors' expense. Additional supply of catalogs must be provided to the Purchasing Department as requested at no charge.

DELIVERY: Prices bid shall be FOB destination to the School District of Manatee County locations, as directed at time of order placement. If a separate charge for shipping is added, price must be firm and based on a price per carton weight total.

Successful bidder's/contractors are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed per quote, at ALL delivery locations, without assistance of School District personnel with the exception of deliveries to our School District Warehouse. A minimum of forty-eight (48) hours advance notification of delivery is required of all freight carriers.

All freight charges to provide above requirements are to be prepaid by contractor and added to invoice. Complete documentation of all charges must accompany each invoice for payment.

It is further agreed by all vendors signing this bid that title to all items ordered, remain with the vendor until received and accepted by the School District of Manatee County. Vendor is required to file all claims for damages/shortages etc

SUBCONTRACTORS: If subcontractor will be utilized, identify company name as directed. Additional subcontractor may be added per Bidder's written request at the discretion of the Purchasing Department.

WARRANTY: Contractor/installer shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least three years from date installation is accepted. Contractor and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for contractor/installer furnished equipment extending beyond this contract period to the owner.

REPAIRS: Hourly rates will be provided for repairs of park and playground equipment. Repairs shall be made by an active Certified National Playground Safety Inspector which has been approved and certified by the manufacturer to make repairs on specific brands of equipment. Component parts shall be bid on an as needed basis.

PRODUCT LIABILITY: The manufacturer must immediately notify the School District of Manatee County, in writing, of any product defects or safety code violations that they become aware of after equipment is installed on School District property as a result of this contract. This notification must be sent by certified mail to: School District of Manatee County, Attn: Bill Kelly, Risk Manager, 215 Manatee Avenue West, Bradenton, Florida, 34205.





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WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: \_\_\_\_\_

\_\_\_\_\_

DEALER'S WARRANTY: \_\_\_\_\_

\_\_\_\_\_

LOCATION OF REPAIR SERVICES: \_\_\_\_\_

\_\_\_\_\_

AVAILABILITY OF REPAIR PARTS: \_\_\_\_\_

\_\_\_\_\_

ESTIMATED TIME TO EFFECT REPAIR: \_\_\_\_\_

\_\_\_\_\_

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

\_\_\_\_\_

\_\_\_\_\_

**Contractors**

**Discipline:** The Contractor acknowledges and understands that the job is being performed on public property owned by the School District of Manatee County (SDMC), which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

No radios are allowed on the job site.

**Standard hours/non-standard hours:** All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

**Building Inspection:** Contractors are required to visit each building and facility before submitting a 'Not to Exceed' price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials or performing any of the work that may be required to carry out and complete the contract in accordance with the true intent and meaning of the bid documents.

**EXECUTION OF WORK:** Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expediently complete work as directed.

**The Contractor will notify all proper personnel before turning off any power**

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The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by his operations on the property.

All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

The Contractor assumes full responsibility for completion of the services stipulated. The SDMC reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

**Contractors Responsibilities:** The Contractor is responsible for any damage to buildings and property due to negligence on his part. The Contractor shall make all necessary corrections as directed by the SDMC and approved by same at no cost to the SDMC.

The Contractor is responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor is responsible for keeping the area/place secured and safe at all times.

The Contractor shall be responsible to safeguard all of their tools, equipment, etc., while operating on any SDMC properties.

Note: OSHA Laws and Regulations shall be carried out at all times by the Contractor.

**Liability of Contractor:** The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents, and the SBMC Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

**Periodic and Final Cleanup:** Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and

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discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from project.

The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property as needed. DO NOT USE SDMC TRASH RECEPTACLES. The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

**Invoices:** The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the SDMC within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. A copy of all applicable materials, rentals or subcontractor invoices must be included with the invoicing to the SDMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.

**Rental Equipment:** On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of providing said service. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. Rental is for active use. Payment for inactive use will not be allowed. Written approval from the Facilities Services representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).

**Location:** School addresses can be located on the purchasing website:  
[www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School\\_Locator\\_Map.pdf](http://www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf)

## SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
  - i) Invitation to Bid Form
  - ii) No Bid Response Submittal Form OR Bidder Acknowledgement
  - iii) Bidder's Experience and Qualifications
  - iv) Bidder's Statement of Principal Place of Business
  - v) Bidder's Statement of Financial Qualification
  - vi) Drug-free Workplace Certification
  - vii) Debarment and Suspension Certification
  - viii) Scrutinized Company Certification
  - ix) Byrd Anti-Lobbying Amendment
  - x) *Anti-Discrimination Amendment*
3. **"No Bid" Response Submittal Form:** If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via [www.myvendorlink.com](http://www.myvendorlink.com).
4. **Electronic Submission:** Bidder shall submit Bid Submittal electronically through VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com), if technical difficulties arise during proposal submission.
  - i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
  - ii. Enable printing on files submitted.
  - iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
  - iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
    - a. Business Name;
    - b. Complete Business Address;
    - c. Name(s) and contact information of key personnel.
  - v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any

manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that 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 written documentation of “active” status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company’s complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder’s business operations and employees if they are under Contract with the School District of Manatee County.
  - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. “Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board.” See Section 1012.465, F.S.
  - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
    - 1.2.1. Vendor employees will be on school grounds when students are present;
    - 1.2.2. Vendor employees will have direct contact with students; or
    - 1.2.3. Vendor employees will have access to or control of school funds.
  - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder’s insurance or a release or waiver of Awarded Bidder’s obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
  - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
  - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

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- 9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
- 9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
- 9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
- 9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

## SECTION 5. KEY EVENTS & DATES

### KEY EVENTS & DATES

June 30, 2020	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
July 13, 2020	Questions/Clarifications due.
July 15, 2020	Addenda posted to the e-procurement service website ( <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> ).
July 22, 2020	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> .
*July 30, 2020	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for July 30, 2020 at 2:00p.m.  In response to the state of emergency in Florida regarding COVID-19 ("Coronavirus"), meeting will be held via "Teams" online meeting platform. The School Support Center will be closed to the public. The meeting is open remotely to the public to follow along. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 549 233 419#.
*On or About August 5, 2020	Notice of Intent to Award posted on the e-procurement service website ( <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> ).
*August 25, 2020	School Board Award of Bid

\*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

## SECTION 6. GENERAL TERMS AND CONDITIONS

**GENERAL BIDDER'S INFORMATION:** Interested vendors are advised that the School District of Manatee County (District) will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

No price escalations (increases) will be permitted during the initial term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The District reserves the right to require a decrease based on industry pricing indicators (PPI and CPI) Contractors may request a price increase at renewal, if any. Price increase requests must be based on the Producer Price Index (PPI) Table Containing PPI-U All Items Indexes and Annual Percent Changes, <http://data.bls.gov> index for related commodity, final demand, seasonally adjusted, and may not exceed 4 percent.

The price increase request must be submitted 30 days before the expiration of the Contract, to the Contract Administrator, in writing and substantiated by a copy the appropriate (meaning specific to that Contractor's commodity code) PPI index.

**PURCHASE TERMS AND CONDITIONS:** This bid, and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Invitation for Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

**MINOR IRREGULARITIES/RIGHT TO REJECT:** The District reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the District determines that doing so shall serve the Districts' best interests. The District may reject any response not submitted in the manner specified by the solicitation documents.

**CLARIFICATIONS OR REVISIONS:** The District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of

submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**EX PARTE COMMUNICATION:** To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

**PURCHASES BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

**CANCELLATION:** Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded bid are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or
2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

**AUTHORITY:** The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board,

## BID ON PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053-MR

authority to issue any notice, effect any cancellation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

**CLARIFICATION OF BIDS:** Bidders should email any questions regarding this bid to the Contact listed on the cover page. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

**ADDENDA TO BIDS:** From time to time, addenda's may be issued to this bid. Any such addenda will be posted on ([www.myvendorlink.com](http://www.myvendorlink.com)). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

**EVALUATION COMMITTEE MEETING:** Evaluation meetings will be open to the public pursuant to Florida State Statute 286.011 and noticed on the District Web Site ([www.manateeschools.net](http://www.manateeschools.net)) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statute 286.011. See Key Events and Dates page contained herein.

**LINE ITEM BID CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered nonresponsive for the corrected items only.

**BUDGETARY LIMITATIONS:** The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

**NON-FUNDING CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

**AWARDS:** The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

**PUBLIC RECORDS:** Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when the District receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below. A Vendor's response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Vendor's response (including, without limitation, technical and price information) will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to the District's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The response, upon submission shall be the property of the District (except those parts asserted to be exempt in the manner set forth below), and the District, in its sole discretion, shall have the right to use, reproduce, and disseminate the response. The District reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to the District which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the response or other document in which the content is set forth.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF**

**PUBLIC**

**RECORDS:**

**Linda Lambert,  
Communications/Public Records  
Associate,  
215 Manatee Avenue W.  
(941) 708-8770  
Bradenton, Florida, 34205  
lambertl@manateeschools.net**

Bidders should email any questions regarding this bid to [purchasing@manateeschools.net](mailto:purchasing@manateeschools.net), see "Key Events & Date" section for deadline date. The main point of contact in the Purchasing Department is Melody Ryan, 941-708-8770 ext. 2129.

**NOTIFICATION OF AWARD:** After award by the School Board of Manatee County, bidders are invited to visit our website [www.myvendorlink.com](http://www.myvendorlink.com).

**PURCHASING CARDS:** The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared nonresponsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

**VISITOR IDENTIFICATION SYSTEM:** A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

**COMPLIANCE REQUIREMENTS:** Vendors/Bidders acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this bid document and agrees that the

failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

**CONTACT WITH STUDENTS:** To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this bid shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Bidder shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

**STANDARDS OF CONDUCT:** Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

**PREVIOUS PERFORMANCE:** Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

**VARIANCE TO BID DOCUMENTS:** For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

**BIDDER'S ERRORS:** Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

**BID TABULATIONS:** After approval by the School Board of Manatee County, bid tabulations will be available for review on the e-procurement service website ([www.myvendorlink.com](http://www.myvendorlink.com)).

**NOTICE OF INTENT TO AWARD BIDS:** Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the e-procurement service website([www.myvendorlink.com](http://www.myvendorlink.com)).Therecommendation for award is not official until this notice is posted.

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**CONFLICTS OF INTEREST AND KICKBACKS:** Any bidder giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

**IDENTIFICATION:** The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

**SCHOOL DISTRICT POLICY:** In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

**USE OF OTHER CONTRACTS:** The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it in its best interest to do so. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation.

**NON-EXCLUSIVE AGREEMENT:** This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products

as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

**DISPUTE:** Bid tabulations with recommendations will be posted on the e-procurement service website ([www.myvendorlink.com](http://www.myvendorlink.com)).

A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative

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Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

**VENUE:** The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

**INDEMNITY:** Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extent such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

**CANCELLATION OR CHANGES IN SPECIFICATIONS:** The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

**UNAUTHORIZED ALIENS:** The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its sub-contractors, a violation of the Immigration and Naturalization Act. Vendor/Bidder shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Bidder shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

**PUBLIC ENTITY CRIMES CERTIFICATE:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**NONCOMPLIANCE WITH CONTRACT:** It is expected that the delivery and/or completion dates as annotated on this bid will be firm dates. Any deviation from the contracted completion date must be approved in writing by the Purchasing Office of the School District of Manatee County. Failure to complete the contract within the time agreement or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Termination for cause includes terminations under 287.135, F.S.

**PURCHASE ORDER NUMBER:** The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

**TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

**INVOICES:** The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. A copy of all applicable materials, rental, or sub-contractor invoices must be included with the invoicing to SDMC.

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The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.

**DEFAULTS:** If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or \$25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

**PAYMENT TERMS:** The standard payment terms for the School District of Manatee County are Net 30. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

**MINIMUM ORDER:** Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

**UNITS OF MEASURE AND LOT SIZES:** The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, bidders must indicate the units of measure they are able to supply.

**POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the

vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

**CRIMINAL ACTS:** Employment on the project by the Vendor/Bidder, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Bidder does not comply with this provision.

**POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Bidder's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Bidder. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Bidder shall terminate its agreement with the sub-contractor. If the Vendor/Bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

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COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i) (4)): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT: as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

"STEVENS AMENDMENT" (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website ([www.manateeschools.net](http://www.manateeschools.net)) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than

one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

SHOP DRAWINGS: Shop drawings are required from the successful bidder(s) and approval from the School District of Manatee County prior to starting installation unless waived by the School District of Manatee County.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

BRANDS: Bidders shall indicate for each item bid, the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand, unless the term "No Equivalent will be accepted" or "Only" appears on the Form of Proposal. However, if the item bid varies from the one described descriptive literature in the form of catalogs or brochures which illustrate the product sufficiently for evaluation must accompany the submitted bid for consideration. Bids received without this information or with insufficient information, as determined by the Evaluation Committee, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be

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supplied by the bidder upon issuance of a purchase order.

**QUALIFIED PRODUCTS LIST (QPL):** The product(s) listed herein is the only product(s) for which bids will be accepted. Bids submitted for any other product(s) will not be considered. Vendors who wish to have their products added to the QPL for future bids must, at their own expense, have the appropriate tests performed and submit acceptable results to the Purchasing Department. Contact the Purchasing Department for specific instructions.

**TESTING:** If, after delivery of the products by the successful bidder, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.

**FACILITY INSPECTION:** The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

**DELIVERY DATES:** Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

**OVER SHIPMENTS/INCORRECT SHIPMENTS:** Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

**PALLETIZED SHIPMENTS:** All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

**DELIVERY NOTICE:** Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

**FREIGHT CHARGES:** Successful bidder(s) shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

**FREIGHT CLAIMS:** It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

**DRUG FREE WORK PLACE CERTIFICATION:** In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

**DEBARMENT AND SUSPENSION:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons

## BID ON PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053-MR

without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

MINORITY, SMALL, AND WOMEN OWNED BUSINESS: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT: (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

BYRD ANTI-LOBBYING AMENDMENT: (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS: 2 CFR §200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BID ON PARK AND PLAYGROUND EQUIPMENT, SDMC No. 21-0053-MR

APPENDIX A  
"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via [www.myvendorlink.com](http://www.myvendorlink.com).

This information will assist Procurement Services in the preparation of future bids.

Bid #: 21-0053MR

Title: Park and Playground Equipment

Company Name:

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Contact Person Name and Title:

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Address:

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

E-mail Address:

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Please check reason for a "no bid".

- Specifications "too tight", geared toward one brand or manufacturer (explain below)
- Insufficient time to respond
- Specifications unclear (explain below)
- Our Company does not offer this product/service or an equivalent
- Our product schedule does not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to hold prices firm throughout the term of the Contract period
- Unable to meet insurance requirements
- Other: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

*APPENDIX B*  
**BIDDER ACKNOWLEDGEMENT**

District of Manatee County  
Purchasing Department  
215 Manatee Avenue West  
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of \_\_\_\_\_.

Print Name: \_\_\_\_\_

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

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

*APPENDIX C*  
**BIDDER'S EXPERIENCE AND QUALIFICATIONS**

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name: \_\_\_\_\_ Years performing work specialty: \_\_\_\_\_

Licenses currently valid and inforce: \_\_\_\_\_

2. Bidder's Representative

Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

3. Has Bidder been declared in default of any contract?     Yes     No
4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract?     Yes     No
5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under?     Yes     No
6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?     Yes     No
7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability?     Yes     No
8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?     Yes     No
9. Has Bidder been approved by Florida Department of Agriculture and Consumer Services prior to award? If so, please provide a copy of your approval letter prior to award.

10. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

*Reference # 1*

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

*Reference # 2*

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

*Reference # 3*

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

Contract Dates: \_\_\_\_\_

**The School District of Manatee County is authorized to check our company's previous performance and contact references.**

\_\_\_\_\_  
Authorizing Signature (Respondent):

APPENDIX D

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: \_\_\_\_\_

Bidder's principal place of business (County and State): \_\_\_\_\_

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

The Attorney for an Out of State Bidder shall complete the following:

**Legal Opinion Regarding State Bidding Preferences**

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

Or

Bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

**Legal Opinion Regarding Political Subdivision Preference**

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

Or

Bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Bidder's attorney: \_\_\_\_\_

Printed name of out of state Bidder's attorney: \_\_\_\_\_

Address of out of state Bidder's attorney: \_\_\_\_\_

Telephone number of out of state Bidder's attorney: \_\_\_\_\_

Email of out of state Bidder's attorney: \_\_\_\_\_

Attorney's state(s) of bar admission: \_\_\_\_\_

APPENDIX E

**BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION**

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? Yes No
2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? Yes No
3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? Yes No
4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No
5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? Yes No
6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  
Yes No
7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.

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8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.

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**Corporate Name of Bidder (Typed)**

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**Authorized Representative's Signature      Date**

*APPENDIX F*  
**DRUG FREE WORK PLACE CERTIFICATION**

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given 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), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Imposed a sanction on or required 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 work place through implementation of this section.

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

*APPENDIX G*  
**FEDERAL DEBARMENT CERTIFICATION**

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

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*

**\*\*\* 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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon 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 or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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 excluded," 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 those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in 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 originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

*APPENDIX H*  
**SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

*APPENDIX I*  
**BYRD ANTI-LOBBYING AMENDMENT,  
31 U.S.C. § 1352 (as amended)  
CERTIFICATION**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) .

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

*APPENDIX J*  
**ANTI-DISCRIMINATION AMENDMENT**

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_

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

\*SIGNATURE: \_\_\_\_\_

NAME AND TITLE: (Typed) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_