



**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**  
 PURCHASING DEPARTMENT  
 120 LOWERY PLACE S.E.  
 FORT WALTON BEACH, FL 32548

**INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT**

**ISSUE DATE:**

March 7, 2024

**PURCHASING CONTACT:**

Jessica Chandler (850) 833-5845  
[chandlerj@okaloosaschools.com](mailto:chandlerj@okaloosaschools.com)

**ITB TITLE:**

Tennis, Track, Pickle Ball, Court Resurfacing

**ITB NUMBER:**

ITB 24-04

**ITB OPENING DATE & TIME:**

March 26, 2024 2:00 P.M. CT

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

The School Board of Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School Board's Purchasing Office by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Purchasing Office. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services or any electronic means used by the Bidder. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

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

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

CITY, STATE, ZIP \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

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

**NON COLLUSION CERTIFICATION:** The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I agree to abide to all terms and conditions of this ITB and certify that I am authorized to sign this ITB for the bidder.

AUTHORIZED SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

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

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A "SEALED BID". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

<b>DELIVER TO:</b>	THE SCHOOL BOARD OF OKALOOSA COUNTY, FL PURCHASING DEPARTMENT, RM #1 120 LOWERY PLACE, S.E. FORT WALTON BEACH, FL 32548
<b>SEALED BID                      DO NOT OPEN</b>	
SEALED ITB NO: 24-04	
ITB TITLE: Tennis, Track, Pickle Ball, Court Resurfacing	
DUE DATE/TIME: 3/26/2024, 2:00 PM, CT	
SUBMITTED BY: _____ NAME OF COMPANY	



## **SECTION 1: GENERAL TERMS AND CONDITIONS**

NOTE: The term "Bidder", "Vendor" or "Contractor" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term the "District", the "OCSB" or the "School Board", as used within this ITB, refers to The School Board of Okaloosa County, Florida. The abbreviation "F.S.", as used within this ITB, refers to "Florida Statutes". The following instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all Bidders are urged to review these instructions in detail before submitting their bids. These are general instructions for bidding procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Instructions and Addendums.

1. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
2. **BIDDER'S RESPONSIBILITY:** Before submitting their bid, each Bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this ITB. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are part of this ITB. Bid documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the bid. All bid notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). It is the Bidder's responsibility to monitor the website to view current solicitation opportunities and supporting bid documents such as addenda, tabulation sheets, notice of action and notice of award.
3. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids that arrive late due to the fault of U.S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, any other carrier of any sort or any electronic means are still considered late and shall not be accepted by the District. Bids by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced unless the bid is a competitive solicitation for construction or repairs on a building, then the name of each Bidder and price submitted shall be read at a public bid opening per Section 255.0518 F.S.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
  - a) Keep and maintain public records required by the School Board to perform the service.
  - b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR [ERIC.MITCHELL@OKALOOSASCHOOLS.COM](mailto:ERIC.MITCHELL@OKALOOSASCHOOLS.COM), OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
- f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
8. **LICENSES AND PERMITS:** The Bidder shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The Vendor shall save and hold harmless the District as a result of any infraction of the aforementioned.
9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Bidder agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
10. **WARRANTY:** In all cases, Bidder must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the bid to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A., U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.
11. **BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder's expense, tagged and labeled with Bidder's name, item number and bid number.

12. **ALTERNATIVE BIDS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.
13. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor's or manufacturer's inventory then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District's Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
14. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.
15. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction Contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts *must* be included in the bid price.
16. **INVOICING:** The successful bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 120 Lowery Place S.E., Fort Walton Beach, Florida 32548. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
17. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a Vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.
18. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this ITB, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.

19. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District will not accept or collect freight charges. (C) No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Director.
20. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.
21. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
22. **RISK OF LOSS:** The Bidder assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to bidder until redelivery thereof to the School District.
23. **CONFLICT OF INTEREST:** Any award under this ITB is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
24. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted Vendor list".
25. **SCRUTINIZED COMPANY LIST PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725, F.S.:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to

terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

26. **PATENTS AND COPYRIGHTS:** Bidder agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs, and expert fees.
27. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
28. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
29. **E-VERIFY REQUIREMENTS:** Effective January 1, 2021 public and private employers, contractors and subcontractors must require registration with, and use of the U. S. Department of Homeland Security E-Verify System, <https://e-verify.uscis.gov/emp>, in order to verify the work authorization status of all newly hired employees. By entering into this Agreement, the Provider becomes obligated to comply with the provisions of §448.095, *Florida Statutes*, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Provider attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Provider agrees to maintain a copy of such affidavit for the duration of this Agreement and shall provide a copy to School Board upon request. Failure to comply with this paragraph shall constitute a default and material breach of this Agreement by Provider and will result in the termination of this Agreement as provided in §448.095, *Florida Statutes*, as amended, and Provider may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Provider will also be liable for any additional costs to School Board incurred as a result of the termination of this Agreement in accordance with this section.
30. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.



31. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted 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 Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a Vendor has a Level 2 clearance with **full access** to school property and is valid for five (5) years. A burgundy badge signifies that a Vendor has **limited access** to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

32. **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policies 6-25, "Drug Free Workplace Act of 1988", 11-20 "Tobacco-Free School District", and 6-11 "School Board Dress Code".

33. **TERMINATION OF CONTRACT:**

A. For Convenience:

The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. For Cause:

The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

C. For Non-Appropriation:

The School Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this contract. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this contract. If such funds are not appropriated or available for this contract and this contract is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by contractor prior to the termination notice.

34. **FAILURE OF PERFORMANCE / DELIVERY:** In case of default by the Contractor after award of bid, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Bidder from the District's bid list for the period of one (1) year, at the option of District officials.
35. **FORCE MAJEURE EVENT:** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to confidentiality and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, epidemics, pandemic, earthquake, fire, flood, hurricanes, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility or telecommunications interruptions, or the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or any part of the term of the Agreement, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed party cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
36. **EVALUATION / AWARD:** Each bid shall be awarded on the basis of the lowest and best bid from a responsive and responsible Bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery

terms, and service and past performance of the Bidder. For identical, qualified bids, the recommendation shall be made for a local bidder or, if there is none, by casting lots. Samples of products may be requested when practical. The School Board reserves the right to reject any or all bids, to waive informalities, to make mathematical correction to error/s in any bid, to make award(s) by individual item, group of items, all or none, delivery date/completion date, or a combination thereof; or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the School Board. The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.

Where indicated, quantities are estimated only; the School Board reserves the right to purchase more or less provided orders are placed within the time limits specified. The School Board specifically reserves the right to reject any conditional bid and will normally reject those, which make it impossible to determine the true amount and quality of the bid. The award of the bid shall not constitute an order. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions.

*ANTICIPATED AWARD DATE: April 23, 2024*

37. **BID RESULTS:** Bid tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 120 Lowery Place SE, Ft Walton Beach, Florida 32548 and will remain posted for a minimum of 72 hours preceding the Board meeting at which official action will be taken. Bid tabulations with recommended awards are also posted to the District's Purchasing website at [www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx](http://www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx) and the Florida Purchasing Group website at [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120. Florida Statutes.
38. **PROTESTS:** All Bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
39. **QUESTIONS:** Should any questions arise concerning this bid, please address your questions to the District's Purchasing Department contact whose name appears on the Invitation to Bid form (Page #1). Questions must be submitted in writing prior to the question deadline to: School Board of Okaloosa County, Purchasing Department, 120 Lowery Place S.E., Ft Walton Beach, FL 32548, by fax to (850) 833-6327 or by email directly to the Purchasing Department contact whose name appears on the Invitation to Bid form.

*Prospective bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this ITB) regarding this solicitation prior to posting of the final tabulation and award recommendation. Any such contact shall be cause for rejection of your bid.*

*QUESTION DEADLINE FOR THIS ITB: 03/14/2024, 2:00 PM, CT*

40. **ADDENDA:** Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a material effect will be documented and communicated to bidders *only by written addenda*. Verbal responses to bidders' questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in bid

protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your bid as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Any addenda issued to this ITB will be posted to the Florida Purchasing Group Bid System. To access the Bid System go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Prior to submitting the bid it shall be the sole responsibility of each bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

41. **BID PREPERATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
42. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

#### **VENDOR PREFERENCE LAW**

The paragraph below will be checked if the Florida Business Preference Law applies to this ITB.

43.  **PREFERENCE TO FLORIDA BUSINESSES:** All bidders are hereby notified that this state has a Florida Business Preference Law that this agency is required to comply with in accordance with Sections 287.084(1) & (2) F.S. When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible bid, proposal, or reply is by a Vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Vendor has its principal place of business. In a competitive solicitation in which the lowest bid submitted by a Vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be 5 percent. Section 287.084(1)(a) F.S. does not apply to transportation projects for which federal aid funds are available. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities. 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. A Vendor preference disclosure form as required under section 2 of the state law is included in this bid package and must be completed by all bidders. ***Vendor preference disclosure form must be submitted with bid or bid will be declared non-responsive.*** For the purpose of this ITB, "principal place of business" means the state in which the Vendor's high level officers direct, control, and coordinate the Vendor's activities. The Vendor's principal place of business, as represented by the Vendor in its bid, may be relied upon by the District without further inquiry. If the District determines that a Vendor has misrepresented its principal place of business, the Vendor's bid shall be rejected. For the purpose of this ITB, "Personal Property" shall be defined as goods and commodities, but not real estate, intellectual property or services. Under federal regulations, when using federal funds for federally listed child nutrition programs, state or local geographic preferences are not allowed except when purchasing unprocessed agriculture products, state law notwithstanding.

## USE OF FEDERAL FUNDS - ADDITIONAL REQUIREMENTS

The District intends to utilize Federal funds to make purchases from this bid:  Yes /  No

If a mark appears in the Yes box above, while not provided as separate certifications in this bid, by signing the Invitation to Bid & Bidders Acknowledgement Form (Page 1) the signatory attests to the applicable certification provisions and Federal requirements listed below. If a mark appears in the No box above, then this section (Use of Federal Funds – Additional Requirements) does not apply to this bid.

44. Equal Employment Opportunity (41 CFR Part 60):

All Vendors, Contractors and Sub-Contractors must comply with the Executive Order 11246, entitled "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."

45. Davis-Bacon Act – as amended (40 U.S.C. 3141-3148):

All Vendors, Contractors and Sub-Contractors must comply 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"). (*Applies to all prime construction contracts in excess of \$2,000*).

46. Copeland "Anti-Kickback" Act (40 U.S.C. 3145):

All Vendors, Contractors and Subcontractors must comply with the Copeland "Anti-Kickback" Act as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

47. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):

All Vendors, Contractors and Subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). (*Applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers*).

48. Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2 (a)):

All Vendors, Contractors and Subcontractors 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.

49. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):

All Vendors, Contractors and Subcontractors must 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). (*Applies to Contracts and subgrants of amounts in excess of \$150,000*)

50. Debarment and Suspension (Executive Orders 12549 and 12689):

All Vendors, Contractors and Subcontractors must comply with (2 CFR 180.220) – A contract award must not be made to parties listed on the government wide exclusions in the System or 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."

51. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

All Vendors, Contractors and Subcontractors must comply with and 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 an 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. *(Applies to Contractors that apply or bid for an award exceeding \$100,000).*

52. Procurement of Recovered Materials (2CFR 200.322):

All Vendors, Contractors and Subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. *(Applies 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).*

53. Energy Policy and Conservation Act (42 U.S.C. 6201):

All Vendors, Contractors and Subcontractors must comply with 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.

54. Civil Rights (Title VI of the Civil Rights Act of 1964):

All Vendors, Contractors and Subcontractors must comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

55. Minority-Owned Business Enterprise (2CFR 200.321):

Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used when possible:

- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists;
- Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation;
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the above paragraphs of this section.

56. Buy American (7 CFR Part 210.21 (D)):

All Vendors, Contractors and Subcontractors must comply with the Buy American requirements. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy America provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

## **II. SPECIAL CONDITIONS – INSURANCE REQUIREMENTS** (Rev 12/05/16)

The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

### **1. CONTRACTOR’S INSURANCE**

- A. The Contractor shall not commence any work in connection with this agreement until all required insurance has been obtained and such insurance has been approved by the School District of Okaloosa County, Risk Management Office nor shall the Contractor allow any subcontractor (approved by Risk Management) to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A-VI, Class X, in the Best’s Key Rating Guide published by A.M. Best & Co., Inc.
- C. The insurance definition of Insured or Additional Insured shall include subcontractor and any associated or subsidiary companies of the Contractor which are involved and which are a part of the contract.
- D. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers’ Compensation coverage.
- E. All policies shall be written so that the School District of Okaloosa County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Risk Management Department.
- F. All insurance contracts should list Okaloosa County School District as an Additional Insured. The Contractor shall provide the Risk Management Department with current Certificates of Insurance for all policies.

### **2. WORKERS’ COMPENSATION INSURANCE**

- A. The Contractor shall secure and maintain during the life of this Agreement Workers’ Compensation insurance for all of his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Workers’ Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.
- B. Such insurance shall comply with the Florida Workers’ Compensation Law.

- C. Section 440.103 F.S. Building permits; identification of minimum premium policy. – Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38. Such proof of compensation must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department or a copy of the employer’s authority to self-insure and shall be presented, electronically or physically, each time the employer applies for a building permit. As provided in s. 553.79(19), for the purpose of inspection and record retention, site plans or building permits may be maintained at the worksite in the original form or in the form of an electronic copy. These plans and permits must be open to inspection by the building official or a duly authorized representative, as required by the Florida Building Code. As provided in s. 627.413(5), each certificate of coverage must show, on its face, whether or not coverage is secured under the minimum premium provisions of rules adopted by rating organizations licensed pursuant to s. 627.221. The words “minimum premium policy” or equivalent language shall be typed, printed, stamped, or legibly handwritten.
- D. Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

### **3. BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE**

- A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include bodily injury and property damage for owned, non-owned, leased or hired motor vehicle coverage.
- B. The Contractor shall carry other commercial general liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.
- C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.
- D. Commercial General liability coverage shall be endorsed to include following:
1. On and Off premises – Operation liability
  2. Occurrence Bodily Injury and Property Damage Liability
  3. Independent Contractors Liability
  4. Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project.
  5. Personal Injury Liability Insurance
  6. Broad Form Property Damage Liability Insurance (including completed Operations)



**4. LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Workers’ Compensation	
a. State	Statutory
b. Employer’s Liability	\$1 million each accident
2. Comprehensive Automotive Liability Insurance	\$1 million each occurrence (A combined single limit)
3. General Liability	\$ 1 million each occurrence (School District as Additional Insured)
4. Personal and Advertising Injury	\$250,000

**5. NOTICE OF CLAIMS OR LITIGATION:**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor’s knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

**6. INDEMNIFICATION AND HOLD HARMLESS:**

Contractor shall protect, defend, indemnify and hold the School District of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School District. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

\_\_\_\_\_  
**BIDDER'S COMPANY NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (MANUAL)**

\_\_\_\_\_  
**PHYSICAL ADDRESS**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE (TYPED)**

\_\_\_\_\_  
**MAILING ADDRESS**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PHONE NUMBER**

\_\_\_\_\_  
**FAX NUMBER**

## **SPECIAL CONDITIONS - SCOPE OF WORK, SPECIFICATIONS, BID PRICING FORM etc.**

THE FOLLOWING "SPECIAL CONDITIONS" ARE IN ADDITION TO OR MAY CHANGE THE "GENERAL BID TERMS AND CONDITIONS" PREVIOUSLY LISTED. IN THE EVENT OF A CONFLICT, THESE "SPECIAL CONDITIONS" WILL HAVE PRECEDENCE.

### **INTENT:**

The School Board of Okaloosa County, Florida intends to purchase district-wide services required for paving, resurfacing, line striping, and repairs to outdoor basketball courts, tennis courts, play courts, and other surfaces not designated. Also required will be repairs to other outdoor equipment as indicated under scope of work. The services listed in this solicitation will be ordered on an "as needed" basis.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.

### **DEFINITION:**

In this document "Contractor" refers to the successful bidder, "Okaloosa County School District" or "OCSD", refers to the owner, "OSHA" refers to Occupational Safety and Health Administration, "USTA" refers to United States Tennis Association, and "NFHS" refers to National Federation of High Schools.

**SCOPE OF WORK:** The Contractor shall be responsible for furnishing all labor, materials, equipment, supplies, travel, fuel and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Work to be performed will be the resurfacing of or repairs to basketball, tennis, or play courts, and line striping of the courts. Work may also include the line striping of athletic running tracks per NFHS guidelines (see below).

Also required will be the repairs to outdoor play equipment including, but not limited to tennis and volleyball netting, and basketball hoops, backboards, and netting.

Work will be accomplished in a thorough and workmanlike manner. The specified products will be prepared and applied strictly in accordance with the manufacturer's recommendations. All containers and debris shall be removed from the project site on a daily basis. All containers, machinery and tools shall be removed from the site immediately after completion of the project and prior to the processing of any invoice for final payment.

### **LINE STRIPING RUNNING TRACK**

Occasionally, the Maintenance and Facilities Department may require line striping of athletic running tracks. This line striping is listed as a separate line on the bid form. All line striping of running tracks shall conform to NFHS standards of two (2) inch width for six (6) lanes and eight (8) lanes.

**CONTRACT PERIOD:** This is a service type contract commencing on or about April 23<sup>rd</sup>, 2024. This contract is to be for a three (3) year period. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions. Either party can cancel the contract, without reason, April 23<sup>rd</sup> of each contract year. Cancellation must be in writing and received 90 days prior to April 22<sup>nd</sup> of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. The resulting contract from this bid can be cancelled by the OCSD at any time for any cause. This condition is not to preclude providing the lowest possible price based on current economic conditions. As per Florida State Statute, this contract will be cancelled if not funded. The normal ending date for this contract shall be April 22<sup>nd</sup>, 2027.

## IV. SPECIFICATIONS

### GENERAL BID SPECIFICATIONS:

1. General: All work projects procured through this contract shall be per Bid Specifications on a schedule determined by the District Assigned Project Manager or Area Office Supervisor assigned. No additional charges beyond the items listed on the Bid Summary Sheets will be accepted. Pricing must be reflective of all material, equipment and supervision required to complete all work. Contractor and contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and contractor's employees shall abide by School Board Policy 6-25 Drug Free Workplace, 6-26 Tobacco Free School District, 6-11 School Board Dress Code and the Jessica Lunsford Act. The contractor shall be responsible for cleaning all work areas and ensuring a safe work environment at all times during the course of this contract. The contractor shall coordinate the work schedule with the designated Project Manager for the District. Until final inspection and approval by the District is completed, no invoices will be processed. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items regularly furnished or required for completion of services. Personnel skilled in their respective trade shall execute all work. The bidder is responsible for examining the requirements including verifying any measurements needed to complete this ITB. Any questions related to these requirements will need to be addressed prior to the question deadline for this ITB.
2. DEBRIS: Vendor shall be responsible for the prompt removal of all debris within two business days after completion of job.
3. CORRECTION AND WARRANTY OF WORK: Vendor will re-execute any work within 10 calendar days after notice, which fails to conform to the requirements of the contract or appears during the progress of the work. In addition, the vendor will remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the project, the completion date being considered the final invoice.
4. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance will be at the job site unless otherwise provided. Title to or risk of loss or damage to all work shall be the responsibility of the vendor until acceptance by OCSB unless caused by negligence on the part of OCSB or vandalism. Vendor will permit and facilitate inspection of the project by the District Assigned Project Manager assigned at all times. If any work should be covered up without approval or consent of the District Assigned Project Manager assigned, it must, when required, be uncovered for examination at the vendor's expense.
5. JOB SITE EXAMINATION: Vendor will verify the following at the work site:
  - A. Prepared subsoil is ready to receive work of this section.
  - B. Saturate soil with water to test for drainage.
  - C. Beginning of installation means acceptance of existing conditions.
6. VENDOR RESPONSIBILITY FOR THE PROTECTION OF UTILITIES (Overhead and Underground):
  - A. The work area may have existing utilities, such as irrigation, phone, electrical, sewers, water, and so on. The location of some of these utilities will be indicated wherever possible. However, no guarantee is implied that these locations are complete. Vendor is to verify the

location of all such utilities by hand excavation or other appropriate means prior to excavation work by calling Sunshine State One Call of Florida at (800) 432-4770.

- B. Repair, replace, and restore immediately all services to any utility or other facility which is disrupted due to vendor's activities and engage any outside services necessary to successfully complete repairs on a 24-hour basis until the interrupted services are restored. **Contractor is warned that if he/she does not have a valid license for the appropriate category they must not repair any underground sprinkler, potable water or sewer, storm drainage piping, electrical, or mechanical that is damaged as a result of his/her work. Contractor must hire someone licensed in the appropriate category of Irrigation, Plumbing, Electrical, or Mechanical to make the necessary repairs. Anyone doing repairs must contact Facilities Planning at 850-833-3455 and apply for a Building Permit as soon as possible.**
- C. Provide and operate any supplemental temporary services to maintain uninterrupted services to the facility.
- D. All costs involved in the repairs and restoration of disrupted utility services shall be solely the vendor's and will be responsible for any claims made as a result of utility service disruption.

7. ELECTRICAL ENERGY: Vendor will pay for any electrical power used for work projects, unless adequate power is available at the assigned location.

8. WATER FOR BUILDING WORK: Vendor will provide a temporary water line and meter sufficient to supply all water needed for all projects and will pay for water used.

9. NOTIFICATION: Vendor will notify School Principal or Site Based Manager five days prior to the beginning of the project and will coordinate any special conditions that are requested by the school's Principal or his/her designee.

10. HAZARD AND POLLUTION CONTROL:

- A. Vendor must store volatile wastes in covered metal containers and remove from the premises daily as well as provide adequate ventilation when using volatile or noxious substances.
- B. Vendor must conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
  - (1) Do not burn or bury any rubbish or waste materials on the project site.
  - (2) Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewers.
  - (3) Do not dispose of wastes into streams or waterways.

## **COMMERCIAL REFERENCES**

The bidding company has been in business for a minimum of five (5) years must have performed verifiable work for basketball/tennis and play court resurfacing with line striping and repairs as specified herein, within the most recent thirty- six (36) month period of time. The Contractor's representative shall be experienced in all facets of basketball/tennis and play court resurfacing with line striping and repairs. The bidder agrees to provide references from customers other than the School Board of Okaloosa County. Three (3) commercial references of comparable scope are required (use form provided).

## **DISPATCH OF WORK**

Service calls will be dispatched to the Contractor through the managers or designee from the Maintenance and Facilities Department.

The Contractor shall respond to the facility requiring emergency service no later than (2) hours from the time of notification. Also, response to request for quotations for projects must be no later than forty-eight (48) hours and on the job no later than twelve (12) hours after notification of acceptance of quotes. If the Contractor cannot meet these requirements, the OCSD has the right to go to the next low bidder to meet the work schedule.

For each project covered by this agreement, the Contractor shall submit an itemized 'Not to Exceed' price giving a full description of the project prior to issuance of a purchase order. The Contractor will receive a purchase order from the OCSD for each project before commencing work.

The Contractor shall note on the work order form the manager's or designee's name authorizing the work. See Execution of Work for further procedures.

Copies of each of the above will be attached to and accompany the invoices.

Repeated failure to adhere to service/response time parameters may result in termination of the bid award.

## **BUILDING/GROUNDS INSPECTION**

Contractors are required to visit each building/grounds 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. After award, site walks are mandatory for developing proposals/quotes for projects. The proposal/quote submitted is considered to be final, no increases will be permitted.

## **EXECUTION OF WORK**

Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expeditiously complete work as directed.

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

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.

For each visit to the job site, the Contractor shall fax/email a copy of the work order with an update on the disposition of job, i.e., description of work completed, parts on order (include time frame for delivery of parts), date of return to job site, and estimated date for completion of work. This fax/email update should be returned to the originator of the work order. This fax/email should be received the same day as the job site visit.

As the Contractor will be performing work at locations that will affect a great number of people, communication on the disposition of work is critical to the Maintenance and Facilities Department. All furnishing 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 for basketball/tennis and play court resurfacing with line striping and repairs.

The OCSD reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

### **MATERIAL SAFETY DATA SHEETS**

Prior to the beginning of any work, the Contractor shall furnish the OCSD with copies of all Safety Data Sheets (SOS) for all products to be used. Once approved, no product substitution will be allowed without prior written authorization of the SBSC.

### **RECEIVING OF MATERIALS**

The Contractor shall be fully responsible for receiving, unloading and storing all deliveries intended for the job. All materials stored on any site under the control of the OCSD and that are intended for installation, shall remain the property of and be in the control of the Contractor. All materials intended for installation at the site must arrive in unopened, clearly marked containers. The site construction manager and/or OCSD representative reserves the right to examine any containers and reject those not in compliance with the requirements of this contract. Materials shall be stored in accordance with manufacturer's instructions and protected from extremes of weather, temperature, moisture, and other damage. Should an accident occur, the Contractor should remove the soil to a depth required to recapture the spillage, dispose of the contaminated soil in accordance with all applicable laws, and replace it with clean fill.

### **PRODUCT/ALTERNATE PRODUCTS**

The specification requires the provision of a complete surfacing system or specially formulated materials, each compatible with the other, which, when properly installed, will produce a high quality of all-weather surface. Under no circumstances will a surfacing system comprised of several products produced or manufactured from different sources be considered.

The all-weather sports surfacing materials specified herein are Laykold® products manufactured by Advanced Polymer Technology Corporation, 109 Conlca Lane, PO Box 160, Harmony, PA 16037 and SealMaster®, 4901 30th Avenue South, Tampa, FL 33619. This system is composed of a color concentrate and neutral non-pigmented acrylic with round sand. A color concentrate mixed with local sand will not be considered equal.

All materials used shall be from a manufacturer that has regularly engaged in the manufacturing of these products for a minimum of five (5) years and must meet the product specifications. If offering an alternate

product, vendor must provide written information from the manufacturer that all products used are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers.

If bidding an alternate, the bidder shall submit manufacturer's literature, specifications, installation instructions and maintenance instructions with their bid with detailed information that will demonstrate to the satisfaction of the OCSD that the proposed substitute material is equal in quality and utility to that originally specified.

If the OCSD considers tests necessary to determine the quality and utility of any proposed material, such test shall be made at the expense of the vendor by an established and unbiased testing laboratory approved by the OCSD.

The products specified herein are to establish a standard of quality only and are not intended to limit or exclude other products. Accepted manufacturers include, but are not limited to: Advanced Polymer Technology Corporation manufacturer of Laykold® or SealMaster®.

Refer to the Specialized Surface Work of bid specifications for product requirements for woven fiberglass fabric by The Brewer Company.

### **SPECIFICS**

The Contractor is to use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the methods needed for the proper performance of the work.

All preparations and product applications will be with strict adherence to the product manufacturer's instructions.

### **MATERIAL REQUIREMENTS – ASPHALT AND CONCRETE SURFACES**

This specification covers the application of a new wearing surface texture for basketball courts, tennis courts, and new or existing asphalt and concrete surfaces that have a sound, well-drained base of adequate thickness and stability. Existing surfaces should be properly sloped for good drainage and free from cracks. The process consists of the repair of any minor depressions followed by application of the wearing surface texture material.

The success of the all-weather characteristics of resurfacing is dependent on a sound base (with good drainage) and asphalt concrete meeting the requirements of the National Asphalt Paving Association and the U.S. Tennis Court Association (U.S.T.A.). Surface variation should not exceed 1/8" in 10' when measured in any direction with a straightedge and a slope of 1" in 10' all in one plane.

Court patch binder, court patch, acrylic resurface material, acrylic filler coat and line marking paint shall comply with the applicable specifications of the approved manufacturer.

The water used in all mixtures shall be fresh and potable.

### **APPLICATION REQUIREMENTS – ASPHALT AND CONCRETE SURFACES**

The surface to be coated shall be sound, smooth, and free from dust, dirt, or oily materials. The entire surface shall be pressure cleaned prior to the application of surfacing materials. The entire surface should be checked for any depressions or irregularities. After the courts have been flooded, any depression covering a nickel shall be corrected by the following method: Depressions and irregularities shall be filled with Court Patch Binder and Court Patch, or equivalent, according to manufacturer's specifications. Tack



coat is necessary under patches only. After patching, the surface shall not vary more than 1/8" in 10' measured in any direction.

In order to provide a smooth, dense underlayment, one (1) application of resurface material shall be applied to the surface to obtain coverage of 15-20 sq. yd. per gallon. No application shall be covered by a succeeding application until cured. Resurface material shall be diluted with water and sand in accordance with manufacturer's specifications.

Acrylic Filler Coats shall be applied by rubber bladed squeegee on the clean, dry surface in three (3) applications to obtain a total quantity of no less than .15 nor more than .23 gallons per sq. yd. of area, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.

Dilution shall be in accordance with manufacturer's specifications. The diluted material shall be homogeneous. Segregation before or during application will not be permitted. The finished surface shall have a uniform appearance and be free from ridges and tool marks.

Playing lines shall be installed a minimum of four (4) hours after completion of the color resurfacing. Two (2) inch wide playing lines shall be accurately located, marked, and painted as specified by the U.S.T.A. or in accordance with the schematic supplied by the Facilities Services Department.

The Maintenance and Facilities Department shall select the color coating for the courts from the manufacturer's standard colors. All court lines shall be white unless otherwise directed by the authorized representative of the Maintenance and Facilities Department.

### **SPECIALIZED SURFACE WORK**

Woven Fiberglass Fabric - If it is determined by the Facilities Department that a specialized service is needed due to extremely worn or cracked conditions on a court, a woven fiberglass fabric may be required using the following procedure or as otherwise directed by the authorized representative of the Maintenance and Facilities Department.

The ASTM D1668 Type 1 code, 20 x 10 thread count, 48" x 150' asphalt coated woven fiberglass fabric is manufactured by The Brewer Company, 1354 US Highway 50, Milford, Ohio 45150, or an approved alternate.

If bidding an alternate, the bidder shall submit manufacturer's literature, specifications, Installation instructions, and maintenance Instructions with their bid with detailed information that will demonstrate to the satisfaction of the OCSD that the proposed substitute material is equal in quality and utility to that originally specified.

Procedure:

After the court preparation work as noted above:

Coat 1: One coat of resurface material with silica sand is to be applied over entire surface. This coat will fill surface blemishes and smooth out surface irregularities.

Coats 2, 3 and 4: Woven fiberglass fabric on surface using two coats of acrylic resurface material. This will prevent surface cracking.

Coats 5 and 6: Two (2) coats of fortified color concentrate to be applied with silica sand. These coats are for wear texture and protection of the asphalt from oils, grease and normal weather. Playing lines if required as noted above in surface work.

### **ASPHALT PAVING – New and Overlay**

2. Re-lining areas repaired, if needed, shall be included in the costs.
3. Through on-site discussions, or through the use of sketches, the vendor will be notified as to the size of the project authorized. Several repairs in a single area, lot or location shall be combined into a single project. Repairs can be done cold or hot as required by individual project.
4. Every project will encompass a minimum three (3) square yards in area. If a job is projected to be less than three (3) square yards, then vendor is required to cut existing asphalt so that sections of asphalt that will meet the minimum requirement.
5. Areas to be repaired should be completed as follows:
  - A. Remove surface, base course and sub grade to reach firm support. Extend at least one foot horizontally on pavement.
  - B. Cuts must be square or rectangular cuts. Faces must be made straight and vertical, with one pair of faces, where practical, parallel to the direction of traffic.
  - C. Install base course using lime rock, 60 percent lime content.
  - D. Prime coat must be cut-back asphalt, Grades MC-30, MC-70 or MC-250 and will be applied to lime rock base.
  - E. Tack coat must be emulsified asphalt, Grades RS-1, SS-1, SS-1h, CSS-1 or CSS-1h and will be applied to vertical surfaces.
  - F. Wearing surface must be asphaltic concrete, Type III and conforming to Florida Department of Transportation Standard Specifications for Road and Bridge construction, latest edition.
  - G. Compact with equipment most suited for the size of job. Adequate compaction equipment will yield surface of patch at same elevation as the surrounding pavement.
  - H. Check riding quality and alignment of patch with a straight edge or string line.
6. Stripping and Clearing (where applicable):
  - A. The area within the limits of construction shall be cleared of trees, logs, stumps, brush, vegetation, rubbish and other objectionable and/or organic matter. Properly protect any landscaping in the area.
  - B. Remove any top layers of soil which consist appreciably of organic matter, grass and root matting. The top of the exposed soil is being referred to as "cleared surface".
  - C. All tree stumps and logs shall be removed entirely.
  - D. Spoiled material, timber, logs, stumps, roots, brush, rubbish, and organic matter not usable as a topsoil dressing becomes the property and responsibility of the vendor and must be

removed from the site immediately. All excess existing soil and organic matter usable for top dressing must remain the property of OCSD and must be left neatly stockpiled in an area as directed by the District Assigned Project Manager assigned, or will be removed from the site by the vendor at the assigned Supervisor's option.

7. Remove any existing asphalt that may be requested by the work order to modify work when necessary.

## **BID SPECIFICATION 1**

### **BID SPECIFICATION 1**

#### **CONDITIONS AND REQUIREMENTS:**

1. Stripping and Clearing, where applicable, will be performed as per Bid Specification 1, number 5A-D, above.
2. Grading:
  - A. Grading will include the excavation of fill necessary to bring the sub-grade to the proper line, grade and contour after compacting and consolidating by rolling, tamping and watering as directed by the District Assigned Project Manager assigned. Any holes left by the removal of stumps, roots, or other objectionable material shall be filled with clean sand and consolidated as directed by the Supervisor assigned.
  - B. Any additional fill material required shall be clean sand free of muck or organic material. Any excess material shall be spread out and leveled in an unused area beyond the limits of grading and paving, or shall be removed from the site by the vendor at the option of the Supervisor assigned.
  - C. The finished sub-grade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to the commencement of paving operations shall be restored at the vendor's expense.
  - D. The sub-grade shall be accurately trimmed to the required elevations within tolerance of 1/4-inch.
  - E. Excavations shall be made to the required depth and the sub-grade shall be compacted to 95 percent of the maximum density obtainable under AASHTO T-180.
3. Irrigation: Prior to the start of construction, the vendor shall activate all sprinkler systems in those areas where work is to be performed. Any leaks shall be corrected by OCSD personnel. Upon completion of the project, the sprinkler systems shall again be activated again. Any leaks noted will be the responsibility of the vendor and must correct the deficiencies.
4. Provide all materials, equipment and labor to complete the paving work shown on plans. Painting or installing thermoplastic lines must be included in the work project and priced accordingly.
5. Materials to be used must be first grade products of reputable manufacturers or suppliers, any substitution must be approved for use by the District Assigned Project Manager assigned prior to installation.

6. Installation:

- A. Sub-grade preparation shall consist of bringing the bottom of excavations between the outer limits of the paving or base course to a surface conforming to the grades, lines, and cross section shown on District supplied drawings, ready to receive the lime rock base course. The sub-grade shall be compacted to 100 percent of the minimum density obtainable under AASHTO T-99-C. Stockpile excess materials on site, as directed by the Supervisor assigned.
- B. Base course material must be spread uniformly, scarify and then shape to produce the required grades and cross section after compaction.
  - (1) Install base course using lime rock, 60 percent lime content.
  - (2) Base shall be rough graded, rolled and finished graded and then water bound and rolled, until thoroughly bonded unyielding and a compact base is obtained.
  - (3) Thickness on OCSD property must be 6 inches after compaction.
  - (4) Base course shall be compacted to 98 percent maximum density obtainable under AASHTO T-180, latest edition.
  - (5) Grade irregularities greater than 1/3 inch in 15 square feet in area shall be corrected.
- C. Prime coat shall be cut-back asphalt, Grades MC-30, MC-70 or MC-250. Apply prime coat after base course has been completely cured and dry, before applying any bituminous material. All loose material, dust, dirt and foreign material, which might prevent proper bond with the existing surface, must be removed. The rate of application must not be less than one gallon per 10 square yards.

7. Overlay: Overlay of existing asphalt surfaces shall be prepared as stated above in 6.C. Once surface is prepared, contractor shall install 2 inches of new asphalt.

**PART AND MATERIAL**

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the OCSD.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 10% percent mark-up. A mark-up on sales tax will not be allowed. The Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with the Contractor's Invoice.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the OCSB. Invoices will be spot-checked and verified through a quote procedure to verify that the OCSB is receiving the best possible pricing for these products.

Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).

## **USE OF SUBCONTRACTORS**

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Maintenance and Facilities Department.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of basketball/tennis/play courts resurfacing, line striping, or equipment repairs service. Subcontracted services for repairs, installations and emergency services for basketball/tennis/play courts resurfacing, line striping, or equipment repairs service are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percent mark-up cost. A copy of the Subcontractor's 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).

## **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 basketball/tennis/play courts resurfacing, line striping, or equipment repairs services. 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).

## **INSPECTION**

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Facilities Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

## **WARRANTY**

All work and materials shall be warranted for a period of one (1) year. Any additional warranty by the manufacturer will be forwarded to the OCSD. Note: The contracting firm will pay warranty work cost.

## **SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance and Facilities Department must be contacted prior to shipment to determine if a substitute is acceptable.

## **RESPONSIBILITY OF THE CONTRACTOR**

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 OCSD and approved by same at no cost to the OCSD.

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 OCSD properties.

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

## **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 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 basketball/tennis/play courts resurfacing, line striping, or equipment repairs service.

The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the OCSD's property. DO NOT USE OCSD 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.

## **SUPERVISION AND INSPECTION**

The OCSD will inspect all sites to ensure that the schedules and work performance are in accordance with the contract.

## **DAMAGES**

The Contractor, at no additional cost to the OCSB, shall remedy all damage to grass and shrubs occurring to a distance of 6" from the edge of any surface occurring as a result of the Contractor's applications of materials. Repairs made as a result of damage must be guaranteed for a 90-day period; the Contractor shall replace the materials continually until the area is reestablished. SBSC personnel will only continue standard and customary practices for maintenance of the areas during the reestablished period and shall not be tasked with extraordinary watering or maintenance.

## BID FORM

All prices submitted for resurfacing of basketball, tennis and play courts must include all costs including, but not limited to: mobilization, area preparation, applications, labor, supervision, travel fuel and final clean up per square yard. No other charges will be allowed.

Application of a four (4) coat system on new asphalt or new concrete surfaces to included patching, crack filling, resurface applications and fortified color application. Advanced Polymer Technology Corporation – Laykold products, Seal Master products or approved alternate. Priced per square yard

1	Less than or equal to 800 square yards	\$ _____/sq.yd.
2	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
3	Over 3200 square yards	\$ _____/sq.yd.

If bidding an alternate, has the manufacturer(s) regularly engaged in the manufacturing of these products for minimum of five (5) years and does the alternate meet the products specifications?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Manufacturer:

\_\_\_\_\_

\_\_\_\_\_

Product Name:

\_\_\_\_\_

\_\_\_\_\_

If bidding an alternate product to that specified, provided written information from the manufacturer that all products are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers. Provide manufacturer’s literature, specifications, installation instructions and maintenance instructions for products other than specified.

Application of a four (4) coat system on asphalt or concrete surfaces to include patching, crack filling, resurface applications and fortified color application. Advanced Polymer Technology Corporation – Laykold products, Seal Master products or approved alternate. P Price per square yard.

4	Less than or equal to 800 square yards	\$ _____/sq.yd.
5	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
6	Over 3200 square yards	\$ _____/sq.yd.

If bidding an alternate, has the manufacturer(s) regularly engaged in the manufacturing of these products for minimum of five (5) years and does the alternate meet the products specifications?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Manufacturer:

\_\_\_\_\_

\_\_\_\_\_

Product Name:

\_\_\_\_\_

\_\_\_\_\_

If bidding an alternate product to that specified, provided written information from the manufacturer that all products are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers. Provide manufacturer’s literature, specifications, installation instructions and maintenance instructions for products other than specified.

## BID FORM

Application of a four (4) coat system and additional specialized surface work as specified on page 18-19 of bid specifications for asphalt or concrete surfaces to include woven fiberglass fabric by the Brewer Company, patching, crack filling, resurface applications and fortified color applications. Price per square yard.

7	Less than or equal to 800 square yards	\$ _____/sq.yd.
8	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
9	Over 3200 square yards	\$ _____/sq.yd.

If bidding an alternate, has the manufacturer(s) regularly engaged in the manufacturing of these products for minimum of five (5) years and does the alternate meet the products specifications?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Manufacturer:

\_\_\_\_\_

\_\_\_\_\_

Product Name:

\_\_\_\_\_

\_\_\_\_\_

If bidding an alternate product to that specified, provided written information from the manufacturer that all products are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers. Provide manufacturer's literature, specifications, installation instructions and maintenance instructions for products other than specified.

**Additional Price Information**

For additional coat woven fiberglass fabric or for a periodic maintenance of a court for up to two coats.

10	Less than or equal to 800 square yards	\$ _____/sq.yd.
11	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
12	Over 3200 square yards	\$ _____/sq.yd.

**One (1) additional coat of acrylic resurface**

13	Less than or equal to 800 square yards	\$ _____/sq.yd.
14	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
15	Over 3200 square yards	\$ _____/sq.yd.



## BID FORM

Application of each additional coat		
16	Less than or equal to 800 square yards	\$ _____/l. ft.
17	Over 800 square yards to 3200 square yards	\$ _____/l. ft..
18	Over 3200 square yards	\$ _____/l. ft.
Line striping of courts per NFHS or USTA guidelines (2-inch width)		
19	Line striping of basketball court per NFHS guidelines	\$ _____/l. ft.
20	Line striping of tennis courts per USTA guidelines	\$ _____/l. ft.
Line striping of running track (6 lanes) per NFHS guidelines (2-inch width)		
21	New construction striping	\$ _____/l. ft.
22	Restriping of existing lanes	\$ _____/l. ft.
Line striping of running track (8 lanes) per NFHS guidelines (2-inch width)		
23	New construction striping	\$ _____/l. ft.
24	Restriping of existing lanes	\$ _____/l. ft.
Miscellaneous line striping		
25	Line striping per linear foot for miscellaneous projects	\$ _____/l. ft.
REPAIRS – Incidental repairs to courts or equipment as necessary		
LABOR – This category not to be used in conjunction with items specified.		
26	Standard working hours – cost per hour. (Monday through Friday, 7:00 a.m. to 5:00 p.m.)	\$ _____/hr.
27	Non-Standard working hours – cost per hour. (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	\$ _____/hr.
PARTS/MATERIALS		
28	<p>Parts/materials for repair to be billed at net cost. Include a <b>MAXIMUM OF 10% MARK-UP</b> of cost of parts/materials allowed for overhead and profit. Indicate this percentage in the space to the right. No mark-up of sales tax allowed.</p> <p>A copy of the itemized materials invoice from the supplier must be included with all billings to the OCSD for repair services.</p> <p>Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).</p>	<p>_____ %</p> <p><b>MAXIMUM OF 10% MARK-UP</b></p>

## BID FORM

<b>SUBCONTRACTED SERVICES</b>		
<p>On occasion, it is recognized that subcontracted services may be necessary. This category is to be used only with prior written approval from the Facilities Department representative.</p>		
29	<p>Subcontracted services are to be billed at net cost. Include a <b>MAXIMUM OF 10% MARK-UP</b> allowed for overhead and profit. Indicate this percentage in the space to the right. No mark-up of sales tax allowed.</p> <p>A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the OCS D for subcontracted services.</p> <p>Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).</p>	<p>_____ %</p> <p><b>MAXIMUM OF 10% MARK-UP</b></p>
<b>RENTAL OF EQUIPMENT</b>		
<p>On occasion, it is recognized that RENTAL EQUIPMENT MAY BE NECESSARY. This category is for special rental equipment that is used on occasion, not in the regular course of basketball/tennis/play courts resurfacing, line striping or repair services and only used with prior written approval from the Facilities Department representative. Rental equipment is for active use of equipment. Payment for inactive use will not be allowed.</p>		
30	<p>Rental equipment shall be billed at net cost. Include a percentage allowed for overhead and profit. Include a <b>MAXIMUM OF 10% MARK-UP</b> of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed.</p> <p>A copy of the itemized rental invoice from the supplier shall be submitted with the Contractor's invoice.</p> <p>Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).</p>	<p>_____ %</p> <p><b>MAXIMUM OF 10% MARK-UP</b></p>
<p><b>Asphalt Paving – New and Overlay</b>  <b>Items 31-33: New Surfaces</b></p>		
31	Less than or equal to 800 square yards	\$ _____/sq.yd.
32	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
33	Over 3200 square yards	\$ _____/sq.yd.
<p><b>Items 34-36</b></p>		
34	Less than or equal to 800 square yards	\$ _____/sq.yd.
35	Over 800 square yards to 3200 square yards	\$ _____/sq.yd.
36	Over 3200 square yards	\$ _____/sq.yd.

**VI. WARRANTY STATEMENT**

The contractor shall **include** a **statement of warranty** for each job. This warranty shall obligate the Contractor to provide all equipment, materials, workmanship, and labor at no charge during the warranty period, and to correct any defect excluding any damage caused by misuse, abuse, vandalism, or acts of God. The Warranty Statement will be considered as part of the evaluation and award of this contract. If a warranty statement is not submitted, the minimum warranty requirement of 1 year will be used for evaluation purposes.

**VII. COMMERCIAL REFERENCES**

The bidding company has been in business for a minimum of five (5) years must have performed verifiable work for basketball/tennis and play court resurfacing with line striping and repairs as specified herein, within the most recent thirty- six (36) month period of time. The Contractor's representative shall be experienced in all facets of basketball/tennis and play court resurfacing with line striping and repairs. The bidder agrees to provide references from customers other than the School Board of Okaloosa County. Three (3) commercial references of comparable scope are required (use form provided on next page).

Years of Experience: \_\_\_\_\_

Bidder shall submit as a part of the bid package, two (2) references for Tennis court resurfacing work, and two (2) Pickleball court conversions with name of the business, address, contact person, and telephone number.

All references shall be for similar products / services that have been delivered / provided within the last five (5) years.

**REGARDING PROPOSER / BIDDER:** \_\_\_\_\_

TENNIS COURT RESURFACING WORK	PICKLEBALL COURT CONVERSIONS
<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

DRUG FREE WORKPLACE  
**Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Vendor's Company Name: \_\_\_\_\_

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

**(Please read instructions below before completing Certification)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department 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.

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ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

---

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

---

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "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 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 Nonprocurement 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

## SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of 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 does not appear on the Scrutinized Companies that Boycott Israel List. This company is not participating in a boycott of Israel such that it 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.

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Vendor / Company Name

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Signature of Contractor’s Authorized Official

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Name and Title of Contractor’s Authorized Official

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Date

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

## SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid packet. We suggest that you include this completed checklist along with your bid.

Items checked **Required** must be submitted at the time you submit your bid or your bid may be declared non-responsive. Items checked **Requested** should be submitted at the time you submit your bid to facilitate the evaluation process, but will not be cause for declaring your bid non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Completed and signed Bidder's Acknowledgement Form	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Insurance Requirements	15-18
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Bid Price Sheets	31-34
<input type="checkbox"/>	<input checked="" type="checkbox"/>		References	35-36
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification	37
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment	38
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Scrutinized Company List	39