



Agenda Item Details

Meeting	Apr 14, 2025 - Regular Meeting
Category	7. Consent Agenda
Subject	7.9 Tag-On Bid: Clay County Aluminum Ramps & Stairs County Wide Bid #24-F-247, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General or Capital Funds As Available
Recommended Action	Motion to approve tagging on to Bid #24-F-247, through Clay County, FL.

Public Content

Request approval to tag on to Bid #24-F-247 Aluminum Ramps & Stairs County Wide through ClayCounty, FL, based on fixed pricing. General or Capital funds will be utilized to make purchases on an as needed basis. The contract is effective through May 31, 2027. Copies of the award documents are attached.

For additional information, please contact Robert McElory, Program Director, Maintenance Support Services, at (850) 689-7159.

Administrative Content

AWARD DOCUMENTS BID #24-F247.pdf (6,544 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent.

Motion by Tim Bryant, second by Parker Destin.

Final Resolution: Motion Carries

Yes: Tim Bryant, Parker Destin, Linda Evanchyk, Brett Hinely, Lamar White





**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

800 CENTER STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 **W** oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1
Mary Bolla, District 2
Beth Clark, District 3
Michele Hanson, District 4
Ashley Gilhousen, District 5

May 6, 2024

Matthew Holbrook
Holbrook Manufacturing, LLC
341 US Hwy 17 North
Palatka, FL 32177

REFERENCE: Aluminum Ramps & Stairs County Wide Bid #24-F-247

Dear Mr. Holbrook:

We are pleased to inform you that the School Board of Clay County in session on May 2, 2024 awarded the contract noted above to your firm. This is notification of award only, merchandise and/or service is to be provided after receipt of School Board of Clay County purchase order.

Within ten calendar days, if you have not already done so, please forward to our office the required Insurance Certificates as specified under "Special Conditions" on the bid contract. Please instruct your insurance agent to Mark All Certificates Attn: Purchasing Department and list Clay County School Board, 800 Center Street, Green Cove Springs, FL 32043 as Certificate Holder (with a 30 day Notice of Cancellation or Change in Coverage) and list Clay County School Board as Additional Insured.

No Purchase Orders and/or Payments will be made under this Contract until these documents are received by this Office.

Thank you for your continued support of CCDS,

Sincerely,
SCHOOL BOARD OF CLAY COUNTY

Bertha Staefe
Supervisor of Purchasing and Material Management



School Board of Clay County

May 2, 2024 - Regular School Board Meeting

Title

C21 - BID Award

Description

Award BID as required per FS 287, DOE 6A-1.012 and School Board Policy

- a. Custodial Services For Selected Administrative Buildings County Wide #24-F-246: Contract period is for a two (2) year period from July 1, 2024 through June 30, 2026 with the option to renew for three (3) additional one (1) year contract periods upon mutual agreement, in writing. Bid established for the purchase of labor and supervision to efficiently and effectively perform custodial service for School Board Facilities. The vendor awarded is the lowest most responsive and responsible qualified bidder meeting specifications.
- b. Elementary Schools Orff Instrument Sets Bid #24-SCH-97: Contract period is for purchases made between May 3, 2024 through June 30, 2024 with no renewals. Bid established for the purchase of Orff Instrument Sets at all Elementary Schools. The vendor awarded is the lowest, most responsive and responsible qualified bidder meeting specifications for Sections 1 - 5. No award for Section 6, as there were no vendors meeting specifications.
- ✓ c. Aluminum Ramps and Stairs – County Wide Bid #24-F-247: Contract period is for a three (3) year period from June 1, 2024 through May 31, 2027 with the option to renew for an additional three (3) year contract period, upon mutual agreement, in writing. Bid established for the purchase and installation/removal of aluminum landings/ramps/stair systems. One bid was received and evaluated by the Purchasing Department to be a responsive & responsible Bid. The Operation Department determined the bidder was qualified to do the work as specified. The vendor awarded was the sole responsive and responsible bidder meeting specifications.

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the services, and or products to meet their needs.

Previous Outcomes

Prior Board approved Bids will expire but it was used successfully during the past terms to provide quality services and products to the district. No prior bids have been used to procure Orff Instruments.

Expected Outcomes

Upon approval by the Board, we expect the vendor to provide quality services and products at the terms and conditions listed in the Bid.

Strategic Plan Goal

Goal 5; Strategy 5.4; Enhance fiscal practices that enable the district to maximize effectiveness and efficiency.

Recommendation

Award BID as follows:

- a. Custodial Services For Selected Administrative Buildings County Wide #24-F-246:

- Southern Cleaning Service Inc 13052 US Hwy 11, Springville, AL 35146

b. Elementary Schools ORFF Instruments Sets #24-SCH-97:

- West Music Company, Inc., 1212 5th Street, PO Box 5521, Coralville, IA 52241

✓ c. Aluminum Ramps and Stairs – County Wide #24-F-247:

- Holbrook Manufacturing, LLC, 341 US Hwy 17 N, Palatka, FL 32177

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Custodial Services For Selected Administrative Buildings County Wide #24-F-246: The total estimated expenditure for the two (2) year contract is \$262,000. Estimated annual spend of \$131,000 for 2024-25, and \$131,000 for 2025-26 from General Revenue.

b. Elementary Schools Orff Instrument Sets Bid #24-SCH-97: The total estimated expenditure for purchase is \$500,000.00 from Grant Revenue.

✓ c. Aluminum Ramps and Stairs – County Wide Bid #24-F-247: The total estimated expenditure for the three (3) year contract is \$160,000. Estimated annual spend of \$60,000 for 2024-25, \$50,000 for 2025-26, and \$50,000 for 2026-27 from General Revenue.

Review Comments

Attachments

No attachments available

BID TABULATION

OPENED: 2:00 P.M., APRIL 10, 2024

Posted By: _____
Witnessed By: BJS
Time / Date: April 24, 2024 @ 4:00 PM

BID #24-F-247 ALUMINUM RAMPS AND STAIRS – COUNTY WIDE

VENDOR	TOTAL SAMPLE LOT BID
Holbrook Manufacturing, LLC	\$11,149.72*

RECOMMENDATION:

Bid shall be awarded to Holbrook Manufacturing, LLC., the lowest responsive and responsible qualified bidder meeting specification.

*Corrected Total

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Clay County School Board
800 Center Street
Green Cove Springs, FL 32043

Bid Opened By: BJS
Bid Tabulated By: BJS

Time/Date: 2:00 P.M., APRIL 10, 2024



SUBMIT BIDS TO:
**SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT**

800 Center Street
Green Cove Springs, Florida 32043

INVITATION TO BID

Acknowledgement Form

Page 1 of 32 Pages	BID WILL BE OPENED AT: 2:00 P.M., APRIL 10, 2024 and may not be withdrawn within 90 days after such date and time.	ITB NO. 24-F-247
POSTING TIME & DATE 9:30 A.M. March 15, 2024	PURCHASING DEPARTMENT REPRESENTATIVE Shelly Vongchanta Coordinator of Purchasing Email: Shelly.Vongchanta@myoneclay.net	BID TITLE ALUMINUM RAMPS AND STAIRS – COUNTY WIDE

VENDOR NAME <i>Holbrook Manufacturing, LLC.</i>	"NO BID" REASON FOR NOT SUBMITTING BID To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated bid opening date and hour.
VENDOR MAILING ADDRESS <i>341 US Hwy 17 N</i>	<div><i>[Signature]</i> AUTHORIZED SIGNATURE (MANUAL)</div> <div><i>Matthew Holbrook</i> AUTHORIZED SIGNATURE (TYPED or PRINTED)</div> <div><i>owner</i> TITLE</div>
CITY-STATE-ZIP <i>Palatka, FL. 32177</i>	
TELEPHONE NUMBER: <i>(352) 473-6882</i>	
FAX NUMBER: <i>(352) 473-0720</i>	
EMAIL ADDRESS: <i>Shannon@holbrookmanufacturing.com</i>	

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in ITB, and any released Addenda and understand that the following are requirements of ITB and failure to comply shall result in disqualification of bid submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

SEALED BIDS: All Bid sheets, requested documents, and this acknowledgement form shall be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the bid number, date and time of the bid opening and the company name. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to Bid being considered Non-Responsive.

SIGNATURE REQUIRED CHECKLIST: Documents shall be submitted with Bid <input checked="" type="checkbox"/> INVITATION TO BID ACKNOWLEDGEMENT FORM (Page 1) <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 11) <input checked="" type="checkbox"/> BID TENDER FORM (Page 21) <input checked="" type="checkbox"/> EDGAR CERTIFICATION (Page 26) <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 27) <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 28) <input checked="" type="checkbox"/> NON-COLLUSION AFFIDAVIT (PAGE 29) <input checked="" type="checkbox"/> DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 30) <input checked="" type="checkbox"/> BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 31) <input checked="" type="checkbox"/> BIDDER EXPERIENCE AND REFERENCES (Page 32)	SUBMITTAL REQUIRED CHECKLIST: Documents submitted with Bid or within 24 hours upon request. <input checked="" type="checkbox"/> LIST OF SIMILAR WORK <i>pg. 32</i> <input checked="" type="checkbox"/> COPY OF MANUFACTURER'S WARRANTY <input checked="" type="checkbox"/> INSURANCE CERTIFICATE(S) <input checked="" type="checkbox"/> VERIFICATIONS OF PERSONNEL QUALIFICATION <input checked="" type="checkbox"/> ENGINEERED DRAWINGS <input checked="" type="checkbox"/> ENGINEERED CALCULATIONS <input checked="" type="checkbox"/> PRODUCT LITERATURE AS REQUESTED
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BID TENDER FORM (REVISED)

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL ITEM/UNIT PRICING and submit on the BID TENDER FORM. Bid shall be awarded to the lowest, most responsive and responsible qualified bidder(s) meeting specifications and shall be based on the GRAND TOTAL OF SAMPLE LOT BID. However, all unit pricing shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. Quantities listed are best estimates and in no way represent guaranteed quantities.

ITEM #	INDIVIDUAL LANDINGS		PRICE
1	5' Square or 5' 4" Square Intermediate Landing w/42" Vertical Picket Guardrail	Each	2,395. ⁰⁰
2	5' Square or 5' 4" Square w/90° Turn Landing and 42" Vertical Picket Guardrail	Each	2,115. ⁰⁰
3	5'4" x 5'4" Landing w/42" Vertical Picket Guardrail	Each	1,507. ⁰⁰
4	5'8" x 5'8" Landing w/42" Vertical Picket Guardrail	Each	1,607. ⁰⁰
5	5'4" x 10'10" 10'8" Landing w/42" Vertical Picket Guardrail	Each	4,144. ⁰⁰
5a	6' X 8' Landing w/42" Vertical Guardrail	Each	3,968.⁴⁴
6	6'6" x 6'6" Landing w/42" Vertical Picket Guardrail	Each	
7	6'6" x 10'10" Landing w/42" Vertical Guardrail	Each	
	CUSTOM LANDING WITH GUARDRAILS		PRICE
8	(Square and Rectangular Shapes Only)	Sq.Ft.	82.68
	RAMPS PER SQUARE FOOT PRICING – Standard Ramp Sections are 6', 8' & 10' Lengths		PRICE
9	4' Wide Ramp w/38" Vertical Picket Handrails	Sq.Ft.	
10	4' Wide Ramp w/42" Vertical Picket Guardrails and 34" Handrails	Sq.Ft.	75.75
11	4' Wide Ramp w/38" Two Line Handrails	Sq.Ft.	
12	ADD this amount per Sq.Ft. for Custom Ramp Lengths	Sq.Ft.	11.66
	SHED RAMPS		PRICE
13	Shed Ramp with Knurled Aluminum Decking, various sizes	Sq.Ft.	35. ⁰⁰
	WALKWAYS / PLATFORMS		PRICE
14	5' & Wider WITHOUT Guardrails	Sq.Ft.	57.24
15	Under 5' Wide WITHOUT Guardrails	Sq.Ft.	53. ⁰⁰
	GUARDRAILS		PRICE
16	42" High Vertical Picket Guardrails (for Walkway/Platform)	Lin.Ft.	38.16

BID TENDER FORM

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ITEM #	GUARDRAIL OPTIONS		PRICE
17	42" Vertical Picket Guardrails	Lin.Ft.	38.16
18	34" Handrail	Lin.Ft.	18.00
19	Two Line Handrail Core Drilled or Base Plate	Lin.Ft.	37.10
20	Three Line Handrail Core Drilled or Base Plate	Lin.Ft.	48.76
21	Vertical Picket Guardrails Core Drilled or Base Plate	Lin.Ft.	47.70
22	Child's Rail	Lin.Ft.	16.96
23	Top Hoops and End Hoops	Each	
24	Bear Pads / Pier Pads / ABS Pads	Each	14.84
25	Ground Anchors with Stainless Steel Cables	Each	60.00
	PEDESTRIAN BRIDGES		PRICE
26	4' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	77.17
27	4' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	99.64
28	5' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	84.80
29	5' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	109.60
30	6' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	93.28
31	6' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	120.56
32	8' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	101.76
33	8' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	132.63
34	Picket Panels per Lineal Foot	Lin.Ft.	46.64
35	Aluminum Rub Rail per Lineal Foot	Lin.Ft.	36.04
36	Toe Plate per Lineal Foot	Lin.Ft.	36.04
	GANGWAYS		PRICE
37	3' x 12'	Each	2,637. ⁰⁰
38	3' x 16'	Each	3,291. ⁰⁰
39	3' x 20'	Each	3,945. ⁰⁰
40	3' x 22'	Each	4,971. ⁰⁰
41	3' x 24'	Each	4,599. ⁰⁰
42	3' x 26'	Each	5,025. ⁰⁰
43	3' x 28'	Each	5,253. ⁰⁰

BID TENDER FORM

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ITEM #	GANGWAYS		PRICE
44	3' x 30'	Each	5168. ⁰⁰
45	3' x 31' - 36'	Sq.Ft.	102. ⁰⁰
46	3' x 37' - 40'	Sq.Ft.	108. ⁰⁰
47	4' x 12'	Each	3047. ⁰⁰
48	4' x 16'	Each	3,521. ⁰⁰
49	4' x 20'	Each	4,527. ⁰⁰
50	4' x 22'	Each	5,001. ⁰⁰
51	4' x 24'	Each	5,267. ⁰⁰
52	4' x 26'	Each	5,741. ⁰⁰
53	4' x 28'	Each	6,007. ⁰⁰
54	4' x 30'	Each	6,481. ⁰⁰
55	4' x 31' - 36'	Sq.Ft.	108. ⁰⁰
56	4' x 38' - 40'	Sq.Ft.	118. ⁰⁰
	SHIPPING- See Exhibit A for Zones		PRICE
	Charges are per Truck Load, Shipping to be Prorated When Applicable		
57	Zone 1	Truckload	477. ⁰⁰
58	Zone 2	Truckload	583. ⁰⁰
59	Zone 3	Truckload	636. ⁰⁰
60	Shipping with Fork Lift	Each	
61	Additional Drop Site	Each	
	INSTALLATION - Ramps, Landings and Walkways (Based on 150 Sq. Ft.)		PRICE
	(See Exhibit A for Zones)		
62	Zone 1	Each	1,839. ⁰⁰
63	Zone 2	Each	3,678. ⁰⁰
64	Zone 3	Each	
	INSTALLATION - Landings and Stairs (See Exhibit A for Zones)		PRICE
65	Zone 1	Each	566. ⁰⁰
66	Zone 2	Each	1,132. ⁰⁰
67	Zone 3	Each	

BID TENDER FORM

	ITEMIZED SERVICES		PRICE
68	Uninstall, Move & Reinstall Ramp System – At Same Site	Each	2,158. ⁰⁰
69	Uninstall, Move & Reinstall Ramp System – At New Site	Each	4,770. ⁰⁰
70	Uninstall, Move & Reinstall Stair System – At Same Site	Each	849. ⁰⁰
71	Uninstall, Move & Reinstall Stair System – At New Site	Each	1,166. ⁰⁰
72	Uninstall Ramp System	Each	920. ⁰⁰
73	Uninstall Stair System	Each	283. ⁰⁰
74	Uninstall & Move Ramp System – To Same Site	Each	919. ⁰⁰
75	Uninstall & Move Ramp System – At New Site	Each	2,930. ⁰⁰
76	Uninstall & Move Stair System – To Same Site	Each	283. ⁰⁰
77	Uninstall & Move Stair System – To New Site	Each	599. ⁰⁰
78	Reinstall Ramp System	Each	1,839. ⁰⁰
79	Reinstall Stair System	Each	566. ⁰⁰
80	Reattach Assembled Ramp	Each	
81	Reattach Assembled Stair	Each	
82	Demolition of Ramp System to include disposal of materials	Each	
83	Demolition of Stair System to include disposal of materials	Each	
84	Site visit to measure up to three (3) buildings	Each	450. ⁰⁰
85	Each additional building	Each	150. ⁰⁰
86	Transportation of materials from one site to another site, county-wide, equivalent to 105 sq. ft. of Ramps, Landings & Walkways, etc	Each	
87	Transportation of materials from one site to another site, county-wide, equivalent to one (1) Stair System	Each	
88	Tie Down (Ground) Anchor and Strap	Each	65. ⁰⁰
89	Uninstall Tie Down and Anchor (Dirt, Asphalt, Concrete)	Each	
90	Reinstall Tie Down and Anchor (Dirt, Asphalt, Concrete)	Each	
91	Return trip to complete installation services unable to finish due to school system circumstances	Each	477. ⁰⁰
92	Return trip to install missing, damaged or replacement parts up to equivalent of one stair. (Delivery included)	Each	477. ⁰⁰
	ENGINEERED DRAWINGS (SEALED)		
93	Complete Set of Engineered Drawings	Set	3200. ⁰⁰

BID TENDER FORM

ITEM #	SAMPLE LOT BID		QUANTITY	PRICE	EXTENDED PRICE
17	42" Vertical Picket Guardrails	Lin.Ft.	42	38.16	1,602.72
18	34" Handrail	Lin.Ft.	36	18.00	648.00
22	Child's Rail	Lin.Ft.	36	16.96	610.56
2	5' Square or 5' 4" Square w/90° Turn Landing and 42" Vertical Picket Guardrail	Each	1	2,115.00	2,115.00
9	4' Wide Ramp w/38" Vertical Picket Handrails	Sq.Ft.	40		
24	Bear Pads / Pier Pads / ABS Pads	Each	16	14.84	237.44
25	Ground Anchors with Stainless Steel Cables	Each	7	60.00	420.00
57	Shipping Zone 1	Lin.Ft.	1	477.00	477.00
62	Installation Zone 1	Each	1	1,839.00	1,839.00
93	Complete Set of Engineered Drawings	Set	1	3,200.00	3,200.00
	TOTAL FOR SAMPLE LOT BID				\$ 11,149.72

OPTIONAL PRICING:

Pricing for items below are optional and do not affect bid award.

OPTIONS	PRICE
Lashing Rings or Lifting Eyes	\$ _____ EA
1" S.S. Axle – 3" Wide	\$ _____ EA
1" S.S. Axle – 4" Wide	\$ _____ EA
3' Wide Access Apron Plate	\$ 533.00 EA
4' Wide Access Apron Plate	\$ 709.00 EA
Grad Rails – 1 1/4" Schedule 40 Pipe w/Brackets	\$ _____ LF
Cleat – 1 1/2" Flat Bar x 3' Sandblasted	\$ _____ EA
Cleat – 1 1/2" Flat Bar x 4' Sandblasted	\$ _____ EA
Rub Rail	\$ 25.00 LF
3' Seawall Attachment	\$ 430.00 EA
4' Seawall Attachment	\$ 573.00 EA
3' Diameter Rollers 4 1/2" Long	\$ _____ EA
4' Diameter Rollers 4 1/2" Long	\$ _____ EA
4' X 8' .090 Wear Plate	\$ _____ EA
Vertical Pickets	\$ _____ LF
Toe Plate	\$ 25.00 LF

BID TENDER FORM

NOTE: ALL BID SHEETS, PAGES 1-32 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.



AUTHORIZED SIGNATURE OF BIDDER

4-24-24

DATE

Matthew Holbrook

PRINTED NAME OF BIDDER

Holbrook Manufacturing, LLC

COMPANY NAME

(INTENTIONALLY LEFT BLANK)

ALUMINUM RAMPS AND STAIRS – COUNTY WIDE

BID #24-F-247

BID TENDER FORM

ITEM ADDENDUM

Under the ADDITIONAL ITEMS section of the Special Conditions, it states "If, During the contract period, additional services/items may be required. Those services/items that are needed shall be evaluated by the Facilities Department, and may be added to this contract if it is determined by the Facilities Department and the Purchasing Department that adding/deleting the service/item to this contract would be in the best interest of the District to do so."

The approval of additional items shall be subject to successful completion of price negotiations with the Awarded Bidder. Additional items shall not be rendered under this contract without a fully executed Addendum stating the addition of such item(s).

The following additional item(s) description and pricing is added to Bid #24-F-247:

Unit prices shall include all labor, materials equipment and warranty necessary to provide stair systems in accordance with all Bid Specifications previously set forth in Bid #24-F-247 Aluminum Ramps and Stairs – County Wide. Shipping and Installation prices previously provided on the bid tender offering dated April 10, 2024, Page 18, Items #57 through #67 shall apply.

Price for stair and rail system only. Stair dimensions shall be 7" Riser Height, 11" Tread Depth and Handrail at specified heights of 23", 34", or 42".

Item #	Stair Riser System Including 34" Vertical Picket & Guardrail	PRICE
94	2 Riser System	\$ 1,329.00
95	3 Riser System	\$ 1,604.00
96	4 Riser System	\$ 1,881.00
97	5 Riser System	\$ 2,305.00
98	6 Riser System	\$ 2,580.00
99	7 Riser System	\$ 3,080.00

Except as noted above, all other Bid Conditions and Specifications remain unchanged. Please complete, sign and return this ADDENDUM to the Purchasing Department. Once approved by the District the complete executed document will become part of your bid package and a copy returned to you for your files.

VENDOR NAME: Holbrook manufacturing, LLC. (Print)

SIGNATURE: Casey Holbrook

DATE: 6-25-24

NAME & TITLE: Casey Holbrook (Print)

PURCHASING DEPARTMENT REPRESENTATIVE

SIGNATURE: Bertha Staefe
Bertha Staefe, Supervisor of Purchasing

DATE 6/27/24



SUBMIT BIDS TO:

**SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT**

**800 Center Street
Green Cove Springs, Florida 32043**

INVITATION TO BID

Acknowledgement Form

Page 1 of 32 Pages

BID WILL BE OPENED AT:

2:00 P.M., APRIL 10, 2024

and may not be withdrawn within 90 days after such date and time.

ITB NO.

24-F-247

POSTING TIME & DATE

**9:30 A.M.
March 15, 2024**

PURCHASING DEPARTMENT REPRESENTATIVE

Shelly Vongchanta
Coordinator of Purchasing
Email: Shelly.Vongchanta@myoneclay.net

BID TITLE

**ALUMINUM RAMPS AND STAIRS –
COUNTY WIDE**

VENDOR NAME

"NO BID" REASON FOR NOT SUBMITTING BID

To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated bid opening date and hour.

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

TELEPHONE NUMBER: ()

FAX NUMBER: ()

EMAIL ADDRESS:

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED or PRINTED)

TITLE

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in ITB, and any released Addenda and understand that the following are requirements of ITB and failure to comply shall result in disqualification of bid submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

SEALED BIDS: All Bid sheets, requested documents, and this acknowledgement form shall be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the bid number, date and time of the bid opening and the company name. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to Bid being considered Non-Responsive.

SIGNATURE REQUIRED CHECKLIST:

Documents shall be submitted with Bid

- ☒ INVITATION TO BID ACKNOWLEDGEMENT FORM (Page 1)
- ☒ SPECIAL CONDITIONS (Page 11)
- ☒ BID TENDER FORM (Page 21)
- ☒ EDGAR CERTIFICATION (Page 26)
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 27)
- ☒ DRUG-FREE WORKPLACE CERTIFICATION (Page 28)
- ☒ NON-COLLUSION AFFIDAVIT (Page 29)
- ☒ DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 30)
- ☒ BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 31)
- ☒ BIDDER EXPERIENCE AND REFERENCES (Page 32)

SUBMITTAL REQUIRED CHECKLIST:

Documents submitted with Bid or within 24 hours upon request.

- ☒ LIST OF SIMILAR WORK
- ☒ COPY OF MANUFACTURER'S WARRANTY
- ☒ INSURANCE CERTIFICATE(S)
- ☒ VERIFICATIONS OF PERSONNEL QUALIFICATION
- ☒ ENGINEERED DRAWINGS
- ☒ ENGINEERED CALCULATIONS
- ☒ PRODUCT LITERATURE AS REQUESTED

GENERAL CONDITIONS

SEALED BID REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("SBCC" "School Board") and enter information only in the spaces where a response is requested. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bidders may use an attachment as an addendum to the bid if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein, on the attached bid documents, and on any Addenda issued thereto.

BID SUBMITTED: Completed bid shall be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. **Bids shall be time stamped in SBCC Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043.** Bids submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBCC to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF BID: Bid shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm on the Bid Acknowledgement Form. All bids shall be completed in ink or typewritten. Use of erasable ink is not permitted. *If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.* SBCC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. *Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).*

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to bid. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on bid form. Bidder shall submit descriptive literature and/or complete specifications with their bid. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department shall be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening or samples shall be disposed of. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples shall be delivered to SBCC Purchasing Department, 800 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. The SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; 3) award to other than the low Bidder; 4) award in the best interest of the SBCC; 5) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."; 6) to reject any and all bids or waive any minor irregularity or technicality in bids received; and 7) when it is determined there is no competition to the lowest responsible bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this ITB is cautioned not to provide goods and services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The SBCC is not obligated to pay invoices for the provision of goods or services for which the SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the SBCC. All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the state court located in Clay County, Florida.

BID OPENING: All bids shall be received no later than the date and time specified on the document. All bids received after that time shall not be considered. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bid files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of their bid is confidential and exempt, bidder shall identify, in writing, the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://ccds.myoneclay.net/about-us/public-records-request>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulted from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods and services. An original invoice referencing a SBCC purchase order number shall be submitted for payment to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

GENERAL CONDITIONS

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a bid, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be listed as Certificate Holder (with a 30-day Notice of Cancellation or Change in Coverage) and listed as additional insured including but not limited to the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated as applicable to be at least A- with FSC VI or B+ with FSC V or better in the current AM Best Guide. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

BID BONDS / PERFORMANCE BONDS: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be **100% asbestos free and 100% formaldehyde free**. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)); All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Florida Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a Material Safety Data Sheet (MSDS) shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Awardee to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: Pre-award inspection of contractor's facilities may be made prior to award of the contract. SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: in the event of a conflict between the documents, the order of priority of shall be as follows:

- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this bid for the period of time necessary for SBCC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

ASSIGNMENT: Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED BID: In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

GENERAL CONDITIONS

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel, or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

PROHIBIT ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS. (2CFR 200.318 (d)/7 CFR 3016.36(b): Grantee and subgrantee procedures shall provide for review of proposed procurement to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain in detail to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor /manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment and shall make any such repairs and/or replacements immediately upon notice from SBCC.

GOVERNING LAW: This ITB, any award(s) resulting from this ITB, and all transaction from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5): With the consent and agreement of successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after SBCC Purchasing Department releases

a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.

b) All departments being advised not to do business with Awardee.

SEVERABILITY: In case any one or more of the provisions contained in this Bid are for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision and this Bid shall continue in full force and effect.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at ba.myoneclay.net/purchasing click on "Fingerprinting" or contact the Human Resources Division at (904) 336-6716.

E-VERIFY: The Contractor named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Contract, the Contractor certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with section 895.095(2)(b) Florida Statute, that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The Contractor must maintain a copy of such affidavit for the duration of the Contract. This section serves as notice to the Contractor that, pursuant to the terms of section 448.095(2)(c)1 and 2, Florida Statutes, the School Board shall terminate this Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), Florida Statute. If the School Board has a good faith belief that the subcontractor, without the knowledge of the Contractor, has knowingly violated section 448.09(1) or 448.095(2), Florida Statute, SBCC shall notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

If the School Board terminates a contract with a Contractor pursuant to sec. 448.095(2)(c), Florida Statute, the Contractor will not be awarded a public contract for at least one year after the date of such termination.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or sub-contractors of the Contractor shall at all times be considered to be the sole employees and responsibility of Contractor, under their sole direction, and not an employee or agent of SBCC. The contractor shall supply competent employees/sub-contractors. The SBCC may require the Contractor to remove an employee/sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractors and all their employees and/or sub-contractors shall be in accordance with Jessica Lunsford Act and E-Verify. Each employee/sub-contractor of Contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and smoking is prohibited on SBCC property.

DISCRIMINATION: Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List may NOT: a) submit a bid on a contract to provide goods or services to a public entity, b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work, c) submit bids on leases of real property to a public entity, d) award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and e) transact business with any public entity.

ANTI-DISCRIMINATION: The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to

GENERAL CONDITIONS

age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions/specifications of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten working days following the filing of Notice of Protest. Any person who files an action protesting this bid pursuant to Florida Statute 120.57(3)(b), shall post with the Purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be considered acceptable form(s) of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. Bid Tabulation/Recommendation of Award shall be posted online at ba.myoneclay.net/purchasing, online via DemandStar, and a hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about April 12, 2024. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may NOT: a) submit a bid on a contract to provide any goods or services to a public entity, b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work, c) submit bids on leases of real property to a public entity, d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and e) transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the Convicted Vendor List.

COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The SBCC is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Section 119.07, Florida Statutes):

a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available [Required by Florida Administrative Code 11 C-6.003 and Florida Statute Section 119.07]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Florida Statute Section 119.07]

FORCE MAJEURE: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, 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, earthquake, flood, embargo, riot, sabotage, labor dispute, widespread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, 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 party experiencing the initial delay 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.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this ITB at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the SBCC for damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Florida Statute, or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying Bid constitute an offer from the bidder. If any or all parts of the Bid are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

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SPECIAL CONDITIONS

It is the intent of the School Board to establish a **three (3) year** firm fixed price contract for “**RAMP SYSTEMS AND STAIR SYSTEMS**” as needed and specified herein for the period **June 1, 2024 through May 31, 2027**. The School Board reserves the right to renew this bid for an additional **three (3) year** contract period upon mutual agreement, in writing.

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL ITEM/UNIT PRICING and submit on the BID TENDER FORM. Bid shall be awarded to the lowest, most responsive and responsible qualified bidder(s) meeting specifications and shall be based on the GRAND TOTAL OF SAMPLE LOT BID. However, all unit pricing shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. Quantities listed are best estimates and in no way represent guaranteed quantities.

When performing services as requested in this bid, Contractor shall provide:

- On-Time Transportation and Delivery
- Materials, Supplies, Necessary Tools and Equipment
- All Labor and Supervision
- Removal of debris and Site clean-up upon completion

Funding for this Bid may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, Contractor shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 41.

The contract shall include all School Board facilities within the School District of Clay County. Purchase orders shall be issued per job as needed. No work shall commence until a purchase order has been issued. Following the completion of service at a facility, the Contractor shall request the School Board's Facilities Department (School Board Representative(s)) to inspect each job to certify acceptance completion. An invoice for payment shall be submitted, along with the appropriate documentation. Payment of invoice shall not be made until all documentation has been received. Invoice payment shall be made according to the “Local Governmental Prompt Payment Act”, Florida Statutes Chapter 218.

The School Board Representative(s) shall have the authority to stop work at any time if work is not in compliance with the specifications. The School Board shall by written notice to the contractor terminate this contract if the contractor has been found to have failed to perform their obligation under this contract in a manner satisfactory to the School Board as per specifications. Failure of the contractor shall give the School Board the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default or breach of contract. The School Board shall cancel the contract upon 90 days written notice for reasons other than cause.

PRICE ADJUSTMENTS

All pricing to remain firm during the initial contract period. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the District, and are accompanied by documentation supporting all claims and annual renewal trends such as industry pricing indicators (PPI, CPI, etc). Any price increases must be documented and approved by the District only when a written request is received a minimum of ninety (90) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.

SPECIAL CONDITIONS**CONTRACTOR QUALIFICATIONS**

Pre-award inspection of the contractor's facilities may be made prior to award of contract. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid, have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by proper authorities of the School Board.

Bidder Experience and References (Attachment 7) shall reflect these capabilities.

CONTRACTOR PROVISIONS

Contractor shall comply with all Federal, State and local laws/guidelines, ordinances, rules and regulations that in any manner affect the work. Unfamiliarity or misinterpretation of these laws, ordinances, rules and regulations shall in no way relieve the Contractors from any applicable responsibilities. The following provisions shall apply:

- The contractor shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take other such precautions to protect life and property, and shall be liable for all damages incurred by way of their actions or neglect of that of their employees.
- Contractor shall conduct their work so as to interfere as little as possible with the operation of the School/Facility and shall adhere to all noise abatement performance standards for all construction equipment as established by the county or state ordinances for work sites during specified hours.
- All personnel shall check in with the front office, and present their School Board fingerprinting clearance identification card prior to proceeding on campus.
- All projects where work is to be accomplished on evenings, weekends or during holiday periods, shall be coordinated and authorized School Board Representative(s).
- Until acceptance of the work by the School Board Representative(s), the project shall be under the charge and care of the Contractor and the Contractor shall take every precaution against injury or damage to School Board property. In the event such injury or damage has occurred, the Contractor shall rebuild, repair or make good at their expense, while at the job site, and prior to School Board Representative(s) acceptance.
- Work is to be completed in a timely manner with Project Time Lines done on job by job basis by mutual agreement between School Board Representative(s) and Contractor. Repeated lack of completion based upon a number of days to complete shall be cause for termination of this contract. No charges shall be allowed for equipment down time lost due to equipment failure.
- Follow up or call back work, to correct recent work, SHALL NOT be charged to the School Board if the work is the result of the Contractors negligence.

The successful bidder shall furnish, prior to commencement of performance under this contract, to the School Board Purchasing Department, certificate(s) of insurance which clearly indicate the insurance coverage required below have been obtained. **NO PAYMENTS shall be made until approved Insurance Certificate is received by SBCC.**

SPECIAL CONDITIONS**CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE**

Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.**

Insurer shall be rated as applicable to be at least A- with FSC VI or B+ with FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. **Insurance certificate(s) reflecting the required coverages shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from vendor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured.**

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverages:

Bodily Injury

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

Property Damage

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

WORKERS' COMPENSATION INSURANCE

Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

State

- Statutory

Employer's Liability

- Per Accident \$100,000.00
- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE

Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverages:

Bodily Injury

- Each Person \$1,000,000.00
- Each Occurrence \$1,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00

- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)

DISCOUNTS

Should the Awarded Vendor be able to pass along price breaks or discounts, such discounts should be reflected in the invoice and/or quote provided for the project.

SPECIAL CONDITIONS**WORKMANSHIP**

The Contract shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work. Work shall conform to dimension and elevation and to details contained in the project drawings. Sloppy or unsightly work shall be the basis for rejection. Rejected work shall be immediately removed and re-installed properly. The School Board's Representative(s) shall be the judge of acceptable or unacceptable work.

WARRANTY: Manufacturer shall warrant its products to be free from defects in material and workmanship for a period of two years beginning at the date of delivery of product. This warranty excludes any defects resulting from abnormal use in installation, service, accidental or intentional damage or any occurrences beyond the manufacturer's control.

DELIVERY, STORAGE, HANDLING AND INSTALLATION

Bidder shall store and handle in strict compliance with manufacturer's written instructions and recommendations to protect from damage due to weather, excessive temperature, and construction operations. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

FUEL SURCHARGES

SBCC shall not entertain bid proposals with clauses that allow bidders to add a fuel surcharge during period of volatility in the petroleum market. Such proposals shall be rejected.

ADDITIONAL LINE ITEMS

During the contract period, additional services/items may be required. Those services/items that are needed shall be evaluated by the Facilities Department, and may be added to this contract if it is determined by the Facilities Department and the Purchasing Department that adding/deleting the service/item to this contract would be in the best interest of the District to do so.

The approval of additional services/items shall be subject to successful completion of price negotiations with the Awarded Bidder. Additional services/items shall not be rendered under this contract without a fully executed Amendment stating the addition of such service(s) and/or item(s).

PUBLIC RECORDS

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

SPECIAL CONDITIONS

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

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SPECIAL CONDITIONS

Bids shall be submitted on the enclosed BID TENDER FORM. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Any such modifications or alterations that a contractor wishes to propose must be clearly stated in the contractor's proposal response and presented in the form of an addendum to the original bid documents. Any modifications or alterations may or may not be accepted by SBCC in whole or in part.

Any and all Addenda relating to this bid shall be posted on DemandStar (Demandstar.com) and on the School Board of Clay County Purchasing website (ba.myoneclay.net/purchasing). Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included without regard to how a copy of this ITB was obtained.

Sealed bids shall be received by the Purchasing Department, until 2:00P.M., April 10, 2024. The public opening shall acknowledge receipt of the bids but details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, e-mail or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

Questions on Bid shall be in writing to Shelly Vongchanta, Coordinator of Purchasing sent via email to shelly.vongchanta@myoneclay.net no later than April 1, 2024.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

AUTHORIZED SIGNATURE OF BIDDER**DATE**

PRINTED NAME OF BIDDER**COMPANY NAME**

BID SPECIFICATIONS

Scope of Services – The Contractor shall furnish, and deliver as required, all necessary labor, materials, supervision, equipment and transportation to supply, install, or remove aluminum landings/ramp/stair systems. Engineered Drawings, Engineered Calculations and Product Literature may be requested during the bid process, and are expected to be submitted to the School Board Purchasing Department within 24 hours upon request.

All components (Ramp sections, Platforms and Stairs) must be designed such that an access system can be repurposed in new configurations and functions. This includes being able to connect all platforms (originally meant for ramps or stairs), together if a new configuration requires.

Location

Work performed under this bid are subject to all School Board facilities within the School District of Clay County (Zone 1). A map showing all zones (Exhibit A) is included for piggybacking purposes. Should a bidder elect to not allow piggybacking for other entities within the State of Florida, he/she shall submit "N/A" for those lines referencing Zones 2-3 on the Bid Tender Form. A price for Zone 1 does not constitute implied consent for piggybacking.

Working Hours

All site work shall be done during normal working hours (Monday - Friday, 7:00am – 5:00pm) and shall minimize disruption of normal school operations. All personnel shall check in with the front office, and present their School Board fingerprinting clearance identification card prior to proceeding on campus.

Quality of Materials –

All Ramp Sections, Platforms, Stairs, Legs, and Guardrails are constructed of mill finish aluminum extrusions and mill finish aluminum sheet. Extrusions are either 6061-T6, 6063-T52, or 6005-T5 aluminum alloy and all aluminum sheet is 5052-H32.

All mechanical fasteners are 18-8 stainless steel. All anchors and lag bolts are galvanized steel.

Design of the aluminum members shall conform to the current edition of the Aluminum Association Specifications for Aluminum Structures.

Aluminum welding shall be in accordance with the most current edition of ANSI/AWS D1.2-97 gas metal arc welding process and shall be performed by experienced operators.

All exposed surfaces shall be smooth and free of sharp or jagged edges.

Work Duration

Each project under this bid shall not exceed a forty-five (45) day time period for project completion, without prior written approval from the SBCC Project Manager overseeing the project.

Engineered Drawings

For the purposes of this bid, "Engineered Drawings" shall comply with the specifications found in the 2023 Florida Building Code, Section 107 for Submittal Documents.

Shop drawings to include details of materials, construction and finish, and relationship with adjacent construction.

BID SPECIFICATIONS**Project Requirements**

Submittals - Documents to be submitted prior to commencement of a project include, but are not limited to:

- Product Data – Overall layout dimensions, detailed shop weldment drawings, Footing layout drawings, Preparation and Storage instructions and recommendations, typical installation methods
- Shop Drawings – Includes details of materials, construction and finish, and relationship with adjacent construction
- Engineering – Product to be engineered by Florida certified engineer, and shop drawings to be sealed by same

Pre-Installation Meeting – Prior to commencement of any project, a meeting shall be scheduled to include the following attendees: Owner's Project Manager, Contractor and trades involved to discuss schedule, responsibilities, critical path items and approvals.

Ramps and Stairs

All prefabricated ramps/stairs shall be/have:

- A. Aluminum construction
- B. Relocatable, with the ability to change configuration with standard components
- C. Solid non-perforated deck meeting current ADA Specifications
- D. All units shall be adaptable to right turn, left turn and straight out installation
- E. Ramp meeting current ADA Specifications sealed by Florida Licensed/Certified Engineer
- F. All footplates shall sit on ABS pier pads in lieu of footings.
- G. All stairs and ramps shall be anchored using helical ground anchors and straps.
- H. All Ramp Sections, Platforms, Stairs, Legs, and Guardrails are constructed of mill finish aluminum extrusions and mill finish aluminum sheet. Extrusions are either 6061-T6, 6063-T52, or 6005-T5 aluminum alloy and all aluminum sheet is 5052-H32
- I. All mechanical fasteners are 18-8 stainless steel. All anchors and lag bolts are galvanized steel

Ramps

Engineering - Ramp sections shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of 1 square foot.

Materials - Ramp sections shall be aluminum construction as indicated with 6061-T6 for primary structural components. Ramp sections shall be prefabricated and in lengths as required by layout.

Design – All ramp sections shall be designed for variable heights and slopes. Ramp walking surface width shall be 48 inches. The walking surface of the ramp shall be continuous, without gaps, and shall be 1 ½ inch extruded decking with an ADA approved surface.

Ramps - Guardrails and Handrails

Engineering – Guardrails shall be designed and constructed for a concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail. All balusters and other custom rail panels shall be designed to withstand a load of 50 pounds in the horizontal direction applied in an area of one square foot.

Materials - Handrails shall be to be constructed of 1-1/4" SCH 40 pipe with an outside diameter of 1.625". All guardrail frames shall be to be constructed at minimum with 2" x 2" aluminum square tube. All balusters shall be to be constructed at minimum with 3/4" x 3/4" aluminum square tube.

BID SPECIFICATIONS

Design - Ramp guardrails and handrails shall be designed to be in conformance with current ADA standards. Guardrails and handrails shall be provided on both sides of all ramp sections. All guardrails will not allow a 4" diameter sphere to pass through in any area. Handrail gripping surface shall be smooth and continuous throughout ramps sections and landings. Handrails shall not be interrupted by posts or other obstructions. All handrails must have a clearance of 2-1/4" between the handrail and the guardrail. Ramp handrails extend 12" past the end of the slope parallel to the ground surface and return to the closest rail post or wall, if needed due to door swing interference at the top of ramp.

Ramps – Platforms and Landings

Engineering - Landings shall be designed for minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Materials - Landings shall be aluminum construction as indicated with 6061-T6 for primary structural components. Platforms shall be prefabricated in sizes as required by layout.

Design - Landings shall be designed for variable heights. The walking surface of the landing shall be continuous, without gaps, and shall be 1-1/2 inch extruded decking with ADA approved surface in a width 6-12 inches. All platforms shall be designed to allow at least a 60" diameter area of clearance free of obstructions. Minimum walking surface coefficient of friction shall meet current ADA requirements. The walking surface of landing shall be continuous with (a) minimal slope away from the door to allow for rain runoff and/or (b) minimal gap between the door and landing to allow for rain runoff. Platforms must be designed as a universal design, so that a common platform can be configured as a resting platform, switchback platform, turning platform, walkway platform, or threshold landing platform.

Ramps – Ramp Legs and Platform Legs

Engineering - The legs shall be designed to support the ramp and landing sections.

Materials - Legs shall be all aluminum construction alloy 6061-T6 or approved equal. All fasteners shall be stainless steel grade 304 (18-8 Series). Ramp legs include a 6" x 12" x 0.250" welded foot pad. Platform legs must be designed using a minimum of 3" x 3" x 0.125" aluminum square tube that connects to the platform and a telescoping 2.7" x 2.7" x 0.125" aluminum square tube with a 6" x 6" x 0.250" welded foot pad.

Design - The legs shall telescope into the ramps and landings and shall allow for height and slope adjustments. The legs shall be designed to swivel so that they will always be perpendicular to the ground and the load shall remain vertical regardless of the slope. Ramp legs shall be designed to include 28" of adjustability in order have enough adjustment so that a compliant installation can be made with the minimum number of parts.

Ramp and Stair Pier Pads and Earth Anchors

PIER PADS: For use as footings for the aluminum foot pads and shall be of ABS or equivalent plastic construction, suitable for the calculated loads, a minimum size of 16" x 16", with actual size determined by the engineer's calculations in the project submittal documents.

EARTH (HELICAL GROUND) ANCHORS: Each ground anchor assembly must be provided with installation instructions. A registered professional engineer shall certify that each ground anchor assembly is capable of resisting all uplift loads and this certification shall be included with the project submittal documents.

BID SPECIFICATIONS**Stairs**

Engineering - Stair treads and stringers shall be designed for a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds in an area of one square foot.

Materials - Stair treads, stringers, and risers shall be all aluminum construction using 6061-T6/6063-T6 for primary structural components or approved equal.

Design - Stair treads shall be prefabricated. Custom widths can be fabricated as requested. All stair treads to have ADA compliant nosing. All stair risers shall be closed between treads. Minimum walking surface coefficient of friction shall meet current ADA requirements. All stair treads shall be designed to have a uniform depth of 12" with a 1" nosing for an effective run of 11" minimum per tread, including the top step onto the platform landing.

Stairs - Landings

Engineering - Landings shall be designed for a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds over an area of one square foot.

Materials - Landings shall be all aluminum construction as indicated with 6061-T6/6063-T6 for primary structural components or equal.

Design - Landings shall be prefabricated. Landings will be designed for variable heights. The walking surface of the landing shall be continuous, without gaps, and shall be made using 1 ½ inch extruded decking with ADA approved surface. The walking surface of the landing shall be continuous with (a) a minimal slope away from the door to allow for rain runoff and/or (b) a minimal gap between the door and landing to allow for rain runoff. Minimum walking surface coefficient of friction will meet current ADA requirements.

Stairs – Stair Rails, Landing Rails, Stair Handrails and Stair Guardrails

Engineering - Rails shall be designed to resist a concentrated load of 200 pounds applied at any point and in any direction at the top of the rail. Rails shall be designed to resist a simultaneous load of 50 pounds per linear foot applied horizontally in an area of one square foot. All baluster panels and other custom rail panels shall be designed to withstand a load of 50 pounds in the horizontal direction applied in an area of one square foot.

Materials - All landing rails and stair rails will be aluminum construction as indicated with 6061-T6 for primary structural components or approved equal. Handrails shall be to be constructed of 1-1/4" SCH 40 pipe with an outside diameter of 1.66". All stair rail frames shall be to be constructed at minimum with 1-3/4" x 1-3/4" aluminum square tube. All baluster panels shall be to be constructed at minimum with 3/4" x 3/4" aluminum square tube.

Design - Stair rail gripping surface will be smooth and continuous and conform to all current ADA requirements. Stair handrails shall be designed to be 36" high measured vertically from the top of the stair nosing to the top of the rail. All stair handrails shall be designed to be continuous along stair runs and in between the inside corner of 90 degree and 180 degree turns in stair direction. Handrails shall be not interrupted by posts or other obstructions. Stair top rail shall be 1-1/4" Sch. 40 aluminum pipe with a barrier system of 4 inch spaced vertical pickets. All stair rails will not allow a 4" diameter sphere to pass through in any area. Stair handrails extend 12" past the top stair nosing parallel to the ground surface and return to the closest rail post or wall if needed due to door swing interference at the top of the stair. Stair handrails also extend one tread width past the bottom stair tread (11") and return to the closest rail post. **Finishing: Landing rails and stair rails shall be mill finish.**

BID TENDER FORM

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL ITEM/UNIT PRICING and submit on the BID TENDER FORM. Bid shall be awarded to the lowest, most responsive and responsible qualified bidder(s) meeting specifications and shall be based on the GRAND TOTAL OF SAMPLE LOT BID. However, all unit pricing shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. Quantities listed are best estimates and in no way represent guaranteed quantities.

ITEM #	INDIVIDUAL LANDINGS		PRICE
1	5' Square or 5' 4" Square Intermediate Landing w/42" Vertical Picket Guardrail	Each	
2	5' Square or 5' 4" Square w/90° Turn Landing and 42" Vertical Picket Guardrail	Each	
3	5'4" x 5'4" Landing w/42" Vertical Picket Guardrail	Each	
4	5'8" x 5'8" Landing w/42" Vertical Picket Guardrail	Each	
5	5'4" x 10'10" Landing w/42" Vertical Picket Guardrail	Each	
6	6'6" x 6'6" Landing w/42" Vertical Picket Guardrail	Each	
7	6'6" x 10'10" Landing w/42" Vertical Guardrail	Each	
	CUSTOM LANDING WITH GUARDRAILS		PRICE
8	(Square and Rectangular Shapes Only)	Sq.Ft.	
	RAMPS PER SQUARE FOOT PRICING – Standard Ramp Sections are 6', 8' & 10' Lengths		PRICE
9	4' Wide Ramp w/38" Vertical Picket Handrails	Sq.Ft.	
10	4' Wide Ramp w/42" Vertical Picket Guardrails and 34" Handrails	Sq.Ft.	
11	4' Wide Ramp w/38" Two Line Handrails	Sq.Ft.	
12	ADD this amount per Sq.Ft. for Custom Ramp Lengths	Sq.Ft.	
	SHED RAMPS		PRICE
13	Shed Ramp with Knurled Aluminum Decking, various sizes	Sq.Ft.	
	WALKWAYS / PLATFORMS		PRICE
14	5' & Wider WITHOUT Guardrails	Sq.Ft.	
15	Under 5' Wide WITHOUT Guardrails	Sq.Ft.	
	GUARDRAILS		PRICE
16	42" High Vertical Picket Guardrails (for Walkway/Platform)	Lin.Ft.	

BID TENDER FORM

ITEM #	GUARDRAIL OPTIONS		PRICE
17	42" Vertical Picket Guardrails	Lin.Ft.	
18	34" Handrail	Lin.Ft.	
19	Two Line Handrail Core Drilled or Base Plate	Lin.Ft.	
20	Three Line Handrail Core Drilled or Base Plate	Lin.Ft.	
21	Vertical Picket Guardrails Core Drilled or Base Plate	Lin.Ft.	
22	Child's Rail	Lin.Ft.	
23	Top Hoops and End Hoops	Each	
24	Bear Pads / Pier Pads / ABS Pads	Each	
25	Ground Anchors with Stainless Steel Cables	Each	
	PEDESTRIAN BRIDGES		PRICE
26	4' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
27	4' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
28	5' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
29	5' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
30	6' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
31	6' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
32	8' Wide x Up to 30' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
33	8' Wide x Up to 65' Long – with 42" Truss Rails per Square Foot	Sq.Ft.	
34	Picket Panels per Lineal Foot	Lin.Ft.	
35	Aluminum Rub Rail per Lineal Foot	Lin.Ft.	
36	Toe Plate per Lineal Foot	Lin.Ft.	
	GANGWAYS		PRICE
37	3' x 12'	Each	
38	3' x 16'	Each	
39	3' x 20'	Each	
40	3' x 22'	Each	
41	3' x 24'	Each	
42	3' x 26'	Each	
43	3' x 28'	Each	

BID TENDER FORM

ITEM #	GANGWAYS		PRICE
44	3' x 30'	Each	
45	3' x 31' - 36'	Sq.Ft.	
46	3' x 37' – 40'	Sq.Ft.	
47	4' x 12'	Each	
48	4' x 16'	Each	
49	4' x 20'	Each	
50	4' x 22'	Each	
51	4' x 24'	Each	
52	4' x 26'	Each	
53	4' x 28'	Each	
54	4' x 30'	Each	
55	4' x 31' – 36'	Sq.Ft.	
56	4' x 38' – 40'	Sq.Ft.	
	SHIPPING- See Exhibit A for Zones Charges are per Truck Load, Shipping to be Prorated When Applicable		PRICE
57	Zone 1	Truckload	
58	Zone 2	Truckload	
59	Zone 3	Truckload	
60	Shipping with Fork Lift	Each	
61	Additional Drop Site	Each	
	INSTALLATION – Ramps, Landings and Walkways (Based on 150 Sq. Ft.) (See Exhibit A for Zones)		PRICE
62	Zone 1	Each	
63	Zone 2	Each	
64	Zone 3	Each	
	INSTALLATION – Landings and Stairs (See Exhibit A for Zones)		PRICE
65	Zone 1	Each	
66	Zone 2	Each	
67	Zone 3	Each	

BID TENDER FORM

	ITEMIZED SERVICES		PRICE
68	Uninstall, Move & Reinstall Ramp System – At Same Site	Each	
69	Uninstall, Move & Reinstall Ramp System – At New Site	Each	
70	Uninstall, Move & Reinstall Stair System – At Same Site	Each	
71	Uninstall, Move & Reinstall Stair System – At New Site	Each	
72	Uninstall Ramp System	Each	
73	Uninstall Stair System	Each	
74	Uninstall & Move Ramp System – To Same Site	Each	
75	Uninstall & Move Ramp System – At New Site	Each	
76	Uninstall & Move Stair System – To Same Site	Each	
77	Uninstall & Move Stair System – To New Site	Each	
78	Reinstall Ramp System	Each	
79	Reinstall Stair System	Each	
80	Reattach Assembled Ramp	Each	
81	Reattach Assembled Stair	Each	
82	Demolition of Ramp System to include disposal of materials	Each	
83	Demolition of Stair System to include disposal of materials	Each	
84	Site visit to measure up to three (3) buildings	Each	
85	Each additional building	Each	
86	Transportation of materials from one site to another site, county-wide, equivalent to 105 sq. ft. of Ramps, Landings & Walkways, etc	Each	
87	Transportation of materials from one site to another site, county-wide, equivalent to one (1) Stair System	Each	
88	Tie Down (Ground) Anchor and Strap	Each	
89	Uninstall Tie Down and Anchor (Dirt, Asphalt, Concrete)	Each	
90	Reinstall Tie Down and Anchor (Dirt, Asphalt, Concrete)	Each	
91	Return trip to complete installation services unable to finish due to school system circumstances	Each	
92	Return trip to install missing, damaged or replacement parts up to equivalent of one stair. (Delivery included)	Each	
	ENGINEERED DRAWINGS (SEALED)		
93	Complete Set of Engineered Drawings	Set	

BID TENDER FORM

ITEM #	SAMPLE LOT BID		QUANTITY	PRICE	EXTENDED PRICE
17	42" Vertical Picket Guardrails	Lin.Ft.	42		
18	34" Handrail	Lin.Ft.	36		
22	Child's Rail	Lin.Ft.	36		
2	5' Square or 5' 4" Square w/90° Turn Landing and 42" Vertical Picket Guardrail	Each	1		
9	4' Wide Ramp w/38" Vertical Picket Handrails	Sq.Ft.	40		
24	Bear Pads / Pier Pads / ABS Pads	Each	16		
25	Ground Anchors with Stainless Steel Cables	Each	7		
57	Shipping Zone 1	Lin.Ft.	1		
62	Installation Zone 1	Each	1		
93	Complete Set of Engineered Drawings	Set	1		
	TOTAL FOR SAMPLE LOT BID				\$

OPTIONAL PRICING:

Pricing for items below are optional and do not affect bid award.

OPTIONS	PRICE
Lashing Rings or Lifting Eyes	\$ EA
1" S.S. Axle – 3" Wide	\$ EA
1" S.S. Axle – 4" Wide	\$ EA
3' Wide Access Apron Plate	\$ EA
4' Wide Access Apron Plate	\$ EA
Grad Rails – 1 ¼" Schedule 40 Pipe w/Brackets	\$ LF
Cleat – 1 ½" Flat Bar x 3' Sandblasted	\$ EA
Cleat – 1 ½" Flat Bar x 4' Sandblasted	\$ EA
Rub Rail	\$ LF
3' Seawall Attachment	\$ EA
4' Seawall Attachment	\$ EA
3' Diameter Rollers 4 ½" Long	\$ EA
4' Diameter Rollers 4 ½" Long	\$ EA
4' X 8' .090 Wear Plate	\$ EA
Vertical Pickets	\$ LF
Toe Plate	\$ LF

BID TENDER FORM

NOTE: ALL BID SHEETS, PAGES 1-32 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

AUTHORIZED SIGNATURE OF BIDDER

DATE

PRINTED NAME OF BIDDER

COMPANY NAME

(INTENTIONALLY LEFT BLANK)

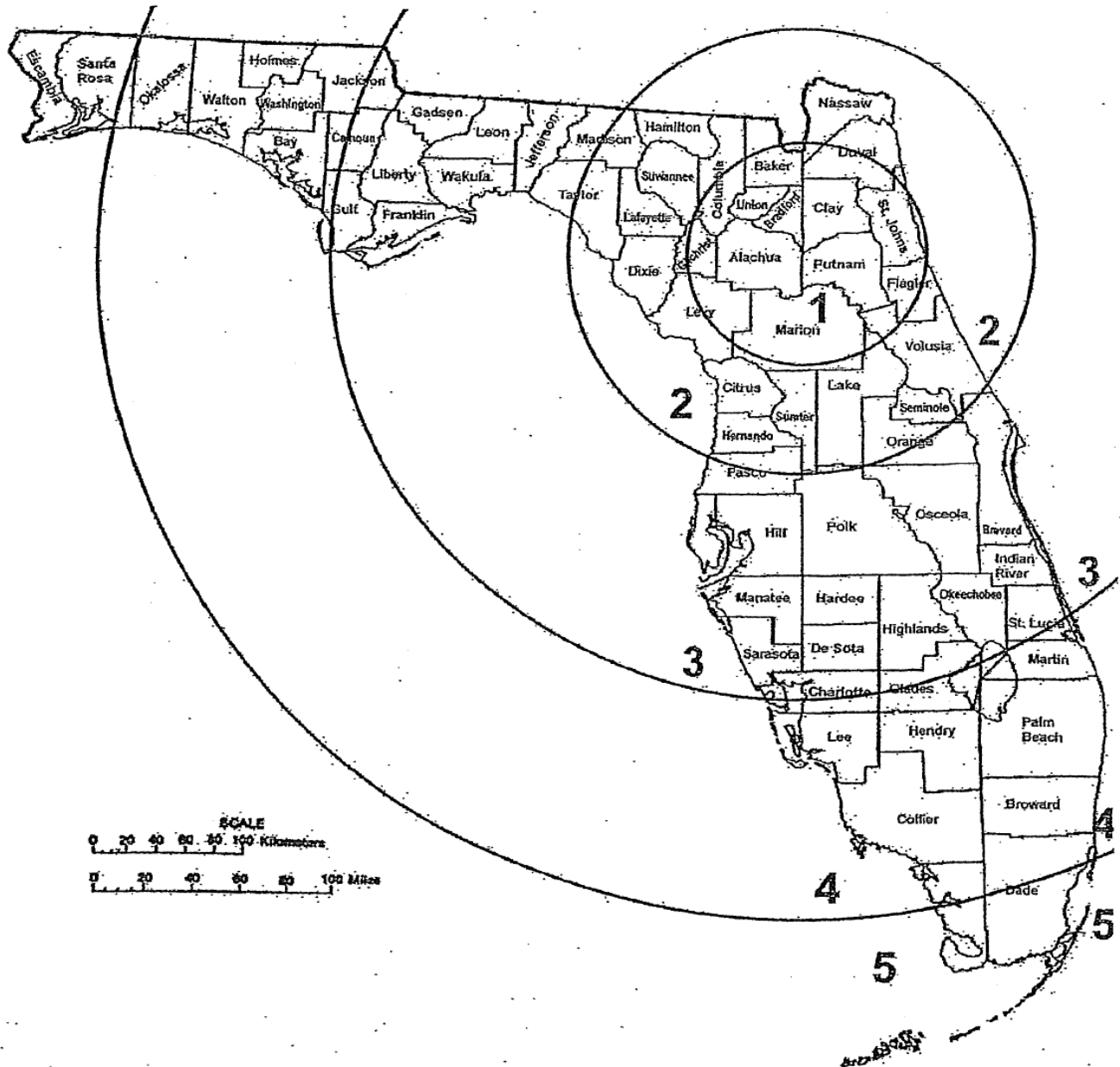
EXHIBIT A**ZONE MAP****CONTROLLED DOCUMENT**

EXHIBIT B

SAMPLE PHOTOS OF TIE DOWNS AND ABS PADS



ATTACHMENT 1**EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

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

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

EDGAR CERTIFICATIONS (continued)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

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

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

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.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor 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 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

ATTACHMENT 2**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
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.

Name of Bidder: _____

Printed Name _____

Title of Authorized Representative _____

Signature: _____

Date: _____

ATTACHMENT 3
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 tied bids, proposal, or replies shall be followed if none of the tied vendor has 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 what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

CONTRACTOR NAME:_____

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 4
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY _____) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 5
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Signature

Company Name

ATTACHMENT 6**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business: _____

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES*(To be completed by the Attorney for any Out-of-State Bidder)*

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES*(Please Select One)*

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES*(Please Select One)*

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

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

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

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

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

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

E-mail address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

ATTACHMENT 7
EXPERIENCE OF BIDDER AND REFERENCES

Name of Bidder: _____

Number of years your business has performed Ramp/Stair Fabrication/Installation services:

Please include all copies of applicable licenses/certifications.

Please list 3 similar organizations that your company has performed Ramp/Stair Fabrication/Installation services for within the last five (5) years.

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____