



AGENDA

Special Call
Community Redevelopment Agency
Meeting

Wednesday, December 5, 2007, 7:30 P.M.
Lake Park Town Hall
535 Park Avenue

| | | |
|---------------------------------|---|---------------------------|
| Paul Castro | — | Chair |
| Edward Daly | — | Vice-Chair |
| G. Chuck Balius | — | Board Member |
| Jeff Carey | — | Board Member |
| Patricia Osterman | — | Board Member |
| Christiane Francois | — | Board Member |
| Michelle McKenzie-Suiter | — | Board Member |
| Maria V. Davis | — | Executive Director |
| Thomas J. Baird, Esq. | — | Agency Attorney |
| Vivian Mendez | — | Agency Clerk |

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
- E. CONSENT AGENDA
 - 1. Request to Expend Unrestricted Reserve Funds for the Repair/Replacement of Broken Sidewalk in Various Areas of the CRA and Utilize Palm Beach County School Board Contract to Effect Repairs in an Amount Not to Exceed \$100,00
- F. BOARD MEMBER COMMENTS
- G. ADJOURNMENT

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: December 5, 2007

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> Ordinance on Second Reading <input type="checkbox"/> Public Hearing <input type="checkbox"/> ORDINANCE ON FIRST READING <input type="checkbox"/> GENERAL APPROVAL OF ITEM <input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION <input type="checkbox"/> DISCUSSION <input type="checkbox"/> BID/RFP AWARD <input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Request to Expend Unrestricted Reserve Funds for the Repair/Replacement of Broken Sidewalk in Various Areas of the CRA and Utilize PBC School Board Contract to Effect Repairs in an Amount Not to Exceed \$100,000

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Davis* Date: 11/27/07

Name/Title

Date of Actual Submittal

| | | |
|---|--|---|
| Originating Department: Executive Director | Costs: \$ 100,000 Funding Source: CRA Unrestricted Reserves Acct. # | Attachments: PBC School Board Concrete Term Bid, Sidewalk Locations |
| Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |
| Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one. |

Summary Explanation/Background: Staff has prepared a listing of all broken sidewalks throughout the CRA to be utilized as a multi-year work plan. Staff is requesting authority to execute sidewalk repairs utilizing the Palm Beach County School Board Concrete Contract Bid No.03C-75PA, which was awarded to S & F Construction in an amount not to exceed \$100,000 for fiscal year 2007/08.

**Town of Lake Park
Sidewalk Repairs - CRA**

| Street Location | At/Near Address | Length of Rpr. (In Feet) | Thickness (in inches) | Thickness |
|--------------------|-----------------|-----------------------------|--------------------------|--------------|
| Northern | 912-928 | 20 | | is 4 inch |
| Northern | | 5 | | unless |
| Northern | | 25 | | otherwise |
| Northern | | 15 | | stated |
| Northern | | 530 | | |
| Northern | | 5 | | Width |
| Northern | | 10 | | (is 5 ft. |
| 9th. Street | 905 | 20 | | unless |
| 9th. Street | | 10 | | otherwise |
| 9th. Street | 1220 | 15 | | stated) |
| 9th. Street | | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 15 | | |
| 9th. Street | 905 | 5 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | 904 | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | 904 | 5 | | |
| 9th. Street | | 15 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 10 | | |
| West Ilex and 9th. | | 5 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 10 | | |
| 9th. Street | | 5 | | |
| 9th. Street | 920 | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 15 | | |
| 9th. Street | 820 | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 5 | | |
| 9th. Street | | 15 | | |
| 9th. Street | 810 | 10 | | |
| 9th. Street | | 10 | | |
| 9th. And Evergreen | West Side | 5 | | |
| 9th. Street | | 15 | | |

| | | | | | | | |
|--------------------|--|-----------------|----|--|--|--------------|--|
| 9th. Street | | | 15 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | West Side @ 306 | 15 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | East Side @ 311 | 5 | | | | |
| 9th. Street | | | 10 | | | | |
| 9th. Street | | Date Palm East | 10 | | | | |
| 9th. Street | | East Side @422 | 5 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | Park Ave. Alley | 15 | | | | |
| 9th. Street | | East Side @ 915 | 10 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | East Side @ 861 | 30 | | | | |
| 9th. Street | | | 10 | | | | |
| 9th. Street | | East Side @ 905 | 5 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | | 15 | | | | |
| 9th. Street | | East Side @ 860 | 5 | | | | |
| 9th. Street | | | 10 | | | | |
| 9th. Street | | East Side @ 905 | 15 | | | | |
| 9th. Street | | 861 | 5 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | | 20 | | | | |
| Northern | | Across from 938 | 10 | | | | |
| Northern | | | 5 | | | | |
| Northern | | | 5 | | | | |
| Northern | | | 10 | | | | |
| Northern | | | 5 | | | | |
| 9th. Street | | Magnolia North | 5 | | | | |
| 9th. Street | | | 10 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | Magnolia @ 911 | 5 | | | | |
| 9th. Street | | 927 | 5 | | | | |
| 9th. Street | | | 10 | | | | |
| 9th. Street | | 939 | 5 | | | | |
| 9th. Street | | | 15 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | | 5 | | | | |
| 9th. Street | | 920 | 15 | | | | |
| 9th. Street | | 912 | 5 | | | | |
| Laurel | | South @ 911 | 15 | | | | |
| Laurel | | South @ 919 | 5 | | | | |
| Laurel | | South @ 927 | 20 | | | | |
| Laurel | | South @ 926 | 5 | | | | |
| Laurel | | South @ 920 | 5 | | | | |
| Laurel | | South @ 912 | 5 | | | | |
| Laurel | | | 10 | | | 6 inch entry | |
| Laurel | | | 5 | | | | |
| Laurel | | | 5 | | | | |
| West Kalian @ 9th. | | | 5 | | | | |

| | | | | | | |
|------------------|--|------|----|--|--------------|--|
| Kalian | | 911 | 20 | | | |
| Kalian | | 904 | 10 | | | |
| Kalian | | | 5 | | | |
| Kalian | | 912 | 5 | | | |
| Kalian | | | 15 | | 6 inch entry | |
| Kalian | | 932 | 10 | | | |
| Kalian | | | 10 | | | |
| Kalian | | 927 | 5 | | | |
| Kalian | | | 10 | | 6 inch entry | |
| Kalian | | 955 | 5 | | | |
| Jasmine and 9th. | | | 20 | | | |
| Jasmine and 9th. | | | 5 | | | |
| Jasmine and 9th. | | | 5 | | | |
| Jasmine and 9th. | | | 5 | | | |
| Jasmine and 9th. | | 919 | 5 | | | |
| West Jasmine | | 927 | 10 | | 6 inch entry | |
| West Jasmine | | 933 | 30 | | 6 inch entry | |
| West Jasmine | | | 5 | | 6 inch entry | |
| West Jasmine | | 1005 | 5 | | | |
| West Jasmine | | | 5 | | | |
| West Jasmine | | | 5 | | | |
| West Jasmine | | | 5 | | | |
| West Jasmine | | 917 | 5 | | | |
| West Jasmine | | | 5 | | | |
| West Jasmine | | | 10 | | 6 inch entry | |
| West Jasmine | | | 10 | | | |
| West Jasmine | | 932 | 5 | | 6 inch entry | |
| West Jasmine | | 920 | 10 | | | |
| West Jasmine | | 921 | 5 | | 6 inch entry | |
| West Jasmine | | | 5 | | | |
| West Jasmine | | 904 | 5 | | | |
| West Jasmine | | | 10 | | | |
| Cypress and 9th. | | | 40 | | | |
| Cypress and 9th. | | | 10 | | | |
| Cypress and 9th. | | | 35 | | 6 inch entry | |
| Evergreen | | 921 | 5 | | | |
| Evergreen | | | 5 | | | |
| Evergreen | | | 35 | | 6 inch entry | |
| Evergreen | | | 20 | | | |
| Evergreen | | | 5 | | 6 inch entry | |
| Evergreen | | 908 | 70 | | 6 inch entry | |
| Evergreen | | | 15 | | | |
| Foresteria | | 905 | 15 | | | |
| Foresteria | | 906 | 25 | | | |
| Foresteria | | 936 | 20 | | | |
| Foresteria | | 935 | 15 | | | |
| Foresteria | | | 5 | | | |
| Foresteria | | | 20 | | | |
| West Ilex | | 951 | 15 | | 6 inch entry | |
| West Ilex | | | 5 | | | |
| West Ilex | | | 15 | | 6 inch entry | |
| West Ilex | | 915 | 15 | | | |

| | | | | | |
|-------------------|--------------------|-----|----|--------------|--|
| West Ilex | | 905 | 5 | | |
| West Ilex | | | 5 | | |
| West Ilex | | | 5 | | |
| West Ilex | | | 5 | | |
| West Ilex | 920 9th/Ilex | | 5 | | |
| West Ilex | | | 15 | | |
| West Ilex | | 910 | 20 | 6 inch entry | |
| West Ilex | | | 10 | | |
| West Ilex | | | 5 | | |
| West Ilex | | | 5 | | |
| West Ilex | | | 10 | | |
| GreenBrier | | | 10 | | |
| GreenBrier | | | 10 | | |
| GreenBrier | | | 15 | | |
| GreenBrier | | 835 | 10 | | |
| GreenBrier | | | 10 | 6 inch entry | |
| GreenBrier | | 845 | 5 | | |
| GreenBrier | | | 5 | 6 inch entry | |
| GreenBrier | | | 5 | | |
| GreenBrier | | 855 | 5 | 6 inch entry | |
| GreenBrier | | 807 | 15 | 6 inch entry | |
| GreenBrier | | | 10 | | |
| GreenBrier | | 808 | 5 | | |
| GreenBrier | | | 5 | | |
| GreenBrier | | 754 | 15 | 6 inch entry | |
| GreenBrier | | 745 | 15 | | |
| GreenBrier | | | 10 | 6 inch entry | |
| GreenBrier | | | 10 | | |
| GreenBrier | 7th and Greenbrier | | 5 | | |
| GreenBrier | Easement -East | | 5 | 6 inch entry | |
| GreenBrier | | | 35 | 6 inch entry | |
| Mosart Park | at 7th. | | 15 | | |
| Mosart Park | | | 5 | | |
| Alley S. Forester | Alley S. Forester | | 20 | 6 inch entry | |
| Alley S. Forester | | | 10 | 6 inch entry | |
| 7th. Street | | 610 | 5 | | |
| 7th. Street | | | 5 | | |
| 7th. Street | | | 5 | | |
| 7th. Street | | | 5 | | |
| 7th. Street | | | 5 | | |
| 7th. Street | 725 Forester | | 10 | | |
| 7th. Street | | | 10 | | |
| 7th. Street | | 743 | 5 | | |
| 7th. Street | | 755 | 50 | 6 inch entry | |
| 7th. Street | | | 15 | 6 inch entry | |
| 7th. Street | | | 5 | 6 inch entry | |
| 7th. Street | | | 25 | 6 inch entry | |
| 7th. Street | | | 5 | 6 inch entry | |
| 7th. Street | | | 5 | 6 inch entry | |
| 7th. Street | | | 5 | | |
| 7th. Street | Alley at 8th. | | 15 | | |
| 7th. Street | | | 5 | 6 inch entry | |

| | | | | | | |
|-------------|--|------|----|--|--------------|--|
| 7th. Street | | | 20 | | | |
| 7th. Street | | | 15 | | | |
| 7th. Street | | | 15 | | | |
| 7th. Street | | | 10 | | 6 inch entry | |
| 7th. Street | | | 5 | | 6 inch entry | |
| 7th. Street | | | 35 | | 6 inch entry | |
| Cypress | | 832 | 10 | | 6 inch entry | |
| Cypress | | | 15 | | | |
| Cypress | | 814 | 30 | | 6 inch entry | |
| Cypress | | | 15 | | 6 inch entry | |
| Cypress | | | 15 | | 6 inch entry | |
| Cypress | | | 20 | | 6 inch entry | |
| Cypress | | | 5 | | 6 inch entry | |
| Cypress | | 726 | 5 | | 6 inch entry | |
| Cypress | | | 10 | | | |
| Cypress | | | | | | |
| 7th St. | | 220 | 5 | | | |
| 7th St. | | | 5 | | 6 inch entry | |
| 7th St. | | | 5 | | | |
| 7th St. | | | 5 | | | |
| 7th St. | | | 5 | | | |
| 7th St. | | | 5 | | | |
| 7th St. | | 218 | 10 | | | |
| 7th St. | | | 10 | | | |
| 7th St. | | | 5 | | | |
| 7th St. | | | 5 | | | |
| 7th St. | | 210 | 5 | | | |
| 7th St. | | 124 | 5 | | | |
| 7th St. | | | 10 | | | |
| 7th St. | | 120 | 10 | | | |
| 7th St. | | | 10 | | 6 inch entry | |
| 7th St. | | 701 | 20 | | | |
| 7th St. | | 655 | 15 | | | |
| 7th St. | | 652 | 25 | | | |
| 7th St. | | | 25 | | | |
| 7th St. | | | 20 | | | |
| 7th St. | | | 10 | | | |
| 7th St. | | | 15 | | | |
| 8th. Street | | 750 | 15 | | | |
| 8th. Street | | | 10 | | | |
| 8th. Street | | | 25 | | | |
| 8th. Street | | | 10 | | | |
| 8th. Street | | 124 | 5 | | | |
| 8th. Street | | | 10 | | | |
| 8th. Street | | | 10 | | 6 inch entry | |
| 8th. Street | | | 10 | | | |
| 8th. Street | | | 20 | | | |
| Reed Road | | 1061 | 60 | | | |
| Reed Road | | | 15 | | | |
| Reed Road | | | 5 | | | |
| Reed Road | | | 5 | | 6 inch entry | |
| Reed Road | | | 5 | | 6 inch entry | |

| | | | | | |
|-------------|--|------|----|--------------|--|
| Reed Road | | 117 | 40 | | |
| Reed Road | | | 40 | 6 inch entry | |
| Reed Road | | 120 | 20 | | |
| Reed Road | | | 10 | | |
| Reed Road | | | 15 | 6 inch entry | |
| Reed Road | | | 5 | | |
| Reed Road | | 116 | 10 | | |
| Reed Road | | | 5 | | |
| Reed Road | | | 5 | | |
| Reed Road | | | 10 | | |
| Miller Way | | 1201 | 5 | | |
| Miller Way | | | 5 | | |
| Miller Way | | | 10 | | |
| Miller Way | | | 15 | | |
| Miller Way | | 108 | 5 | | |
| Miller Way | | | 5 | | |
| Miller Way | | | 10 | | |
| Miller Way | | | 10 | | |
| Miller Way | | | 10 | | |
| Miller Way | | 116 | 5 | | |
| Miller Way | | | 5 | | |
| Miller Way | | 124 | 5 | | |
| Miller Way | | | 15 | | |
| Miller Way | | 133 | 10 | | |
| Miller Way | | 125 | 15 | 6 inch entry | |
| Miller Way | | 117 | 5 | | |
| Miller Way | | 109 | 15 | 6 inch entry | |
| Miller Way | | | 5 | 6 inch entry | |
| Miller Way | | | 5 | 6 inch entry | |
| Miller Way | | 1137 | 5 | | |
| Miller Way | | | 5 | 6 inch entry | |
| Newman Road | | 1001 | 5 | | |
| Newman Road | | | 15 | | |
| Newman Road | | | 5 | | |
| Newman Road | | 1009 | 30 | 6 inch entry | |
| Newman Road | | | 5 | | |
| Tri City | | | 5 | | |
| Tri City | | | 5 | | |
| Tri City | | | 10 | | |
| Tri City | | | 25 | | |
| Tri City | | | 5 | | |
| Tri City | | | 10 | | |
| Tri City | | | 5 | | |
| Tri City | | | 25 | | |
| Tri City | | | 5 | | |
| Tri City | | | 5 | | |
| Tri City | | | 40 | | |
| Tri City | | 210 | 15 | | |
| Tri City | | | 10 | | |
| Tri City | | | 10 | | |
| Tri City | | | 10 | | |
| Tri City | | | 45 | | |

| | | | | | | |
|------------------|--|----------------------------------|----|-------------|--------------|--|
| Tri City | | | 10 | | | |
| Brant Road | | | 45 | | | |
| Brant Road | | 209 | 15 | | | |
| Brant Road | | | 5 | | | |
| Brant Road | | | 5 | | | |
| Brant Road | | | 15 | | | |
| Brant Road | | | 5 | | | |
| Water Tower Road | | 900 | 15 | | 9 ft. wide | |
| Water Tower Road | | | 5 | | | |
| Water Tower Road | | 1145 | 10 | | | |
| Water Tower Road | | | 15 | | 6 inch entry | |
| Water Tower Road | | | 15 | | | |
| Water Tower Road | | | 5 | | | |
| Water Tower Road | | 1450 | 10 | | | |
| Water Tower Road | | 815 | 5 | | | |
| 15th. Street | | | 25 | | 6 inch entry | |
| 15th. Street | | 845 | 15 | | | |
| | | | | | | |
| | | Total running Feet | | 4060 | | |
| | | Combined 4 inch and 6 inch depth | | | | |
| | | by 5 feet wide. | | | | |
| | | | | | | |

Joe Moore 4/30/07
Joseph M. Moore, Chief Operating Officer
Renewal approved per School Board Policy 6.14

INVITATION NO. 03C-75PA - TERM CONTRACT FOR CONCRETE & CONCRETE SERVICES

DATE: March 30, 2007
TERM CONTRACT PERIOD: June 10, 2007 through June 9, 2008
DEPARTMENT: Various FUNCTION: 9102 OBJECT: 6701 FUND: 3708
FUNDING SOURCE: Capital Budget - Remodeling and Renovations
REQUESTING DEPARTMENT: Maintenance and Plant Operations

| |
|---|
| FINANCIAL IMPACT |
| The financial impact to the Capitol Fund budget is estimated at \$400,000. The source of funds is the Maintenance and Plant Operations department budget. |

CONTRACT RENEWAL

Term Contract No. 03C-75PA was awarded by Board action on April 7, 2003, to S & F Construction for two years from June 10, 2003 through June 9, 2005 with the option to renew for three additional one-year periods.

The first option to renew was exercised for the period June 10, 2005 through June 9, 2006.

The second option to renew was exercised for the period June 10, 2006 through June 9, 2007.

The third and final option to renew is now being exercised for the period June 10, 2007 through June 9, 2008.

S & F Construction has agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

Services to be performed include flat-work, slab on grade, curbs, and gutters.

RECOMMENDATION: Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Concrete and Concrete Services be renewed with S & F Construction for the period June 10, 2007 through June 9, 2008.

Note: Original RFP / Bid document is available upon request.

SS:MD
SS:MD
SS:MD

BID SUMMARY SHEET

THIS BID SUMMARY SHEET MUST BE USED TO SUBMIT PRICES. PRICES SUBMITTED IN ANY OTHER FORMAT SHALL NOT BE ACCEPTED. BID MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

| ZONE 1 | | | | |
|-------------------------------------|---|---------------|------------|---------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| FLATWORK | | | | |
| 1. | Excavate and Stockpile | 800 cy | \$10.00 cy | \$ 8,000.00 |
| 2. | Fine Grade | 100,000 sf | \$ 2.50 sf | \$250,000.00 |
| 3. | Concrete 2500 PSI Regular Finish and Place | 1,200 cy | \$125.00cy | \$ 150,000.00 |
| 4. | Light Broom Finish | 100,000 sf | \$.35sf | \$ 35,000.00 |
| 5. | 6x6, 10/10 W.W.F. Furnish and Place | 20,000 sf | \$.20sf | \$ 4,000.00 |
| 6. | Formwork, 4" thick | 30,000 lf | \$ 4.00lf | \$ 120,000.00 |
| 7. | Formwork, 6" thick | 10,000 lf | \$ 4.50lf | \$ 45,000.00 |
| 8. | Concrete, each 500 PSI increase over 2500 PSI | 400 cy | \$ 3.00cy | \$ 1,200.00 |
| 9. | Concrete, increase for pump mix | 600 cy | \$ 15.00cy | \$ 9,000.00 |
| 10. | Pump, Concrete for Placing Pump Mix | 100 hr | \$100.00hr | \$ 10,000.00 |
| Sub Total - Flatwork Costs - Zone 1 | | | | \$ 632,200.00 |

| ZONE 1 | | | | |
|--|--|---------------|-------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| SLAB ON GRADE | | | | |
| 1 | Excavate and Stockpile | 200 cy | \$ 10.00cy | \$ 2,000.00 |
| 2. | Fine Grade and compact | 20,000 sf | \$ 2.25sf | \$ 45,000.00 |
| 3. | Soil Poisoning | 20,000 sf | \$.25sf | \$ 5,000.00 |
| 4. | Concrete, Regular, Furnish and Grade | 400 cy | \$115.00cy | \$ 46,000.00 |
| 5. | Trowel Finish, Including Sealer | 20,000 sf | \$.50sf | \$ 10,000.00 |
| 6 | 6x6, 10/10 W.W.F. Furnish and Place | 20,000 sf | \$.20sf | \$ 4,000.00 |
| 7 | Reinforcing Steel, Grade 60, Furnish and Place | 4,000 lb | \$.50lb | \$ 2,000.00 |
| 8 | Formwork, Edge Forms | 2,000 sfca | \$ 5.00sfca | \$ 10,000.00 |
| 9. | Vapor Barrier | 20,000 sf | \$.06sf | \$ 1,200.00 |
| 10. | Concrete, Each PSI Increase over 2500 PSI | 400 cy | \$ 3.00cy | \$ 1,200.00 |
| 11. | Concrete, Increase for Pump Mix | 200 cy | \$ 15.00cy | \$ 3,000.00 |
| 12 | Pump, Concrete for Placing Pump Mix | 40 hr | \$100.00hr | \$ 4,000.00 |
| Sub Total - Slab on Grade Costs - Zone 1 | | | | \$133,400.00 |

SD

INVITATION TO BID NO 03C-75A

| ZONE 1 | | | | |
|--|--|---------------|------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| CURB AND GUTTER | | | | |
| 1 | Curb and Gutter, Type "A" Mountable, Furnish and Install | 200 lf | \$ 25.00lf | \$ 5,000.00 |
| 2. | Curb and Gutter Type "F", Furnish and Install | 400 lf | \$ 25.00lf | \$10,000.00 |
| 3 | Header Curb, Type "C", Furnish and Install | 20,000 sf | \$ 24.00sf | \$480,000.00 |
| Sub Total - Curb and Gutter Costs - Zone 1 | | | | \$495,000.00 |

GRAND TOTAL - ZONE 1 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$1,260,600.00

| ZONE 2 | | | | |
|-------------------------------------|---|---------------|-------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| FLATWORK | | | | |
| 1. | Excavate and Stockpile | 200 cy | \$ 11.00cy | \$ 2,200.00 |
| 2 | Fine Grade | 25,000 sf | \$ 2.75sf | \$68,750.00 |
| 3. | Concrete 2500 PSI Regular Finish and Place | 300 cy | \$ 37.00cy | \$41,100.00 |
| 4. | Light Broom Finish | 25,000 sf | \$.38sf | \$ 9,500.00 |
| 5. | 6x6, 10/10 W.W.F. Furnish and Place | 5,000 sf | \$.22sf | \$ 1,100.00 |
| 6 | Formwork, 4" thick | 8,000 lf | \$ 4.50lf | \$36,000.00 |
| 7 | Formwork, 6" thick | 3,000 lf | \$ 5.00lf | \$15,000.00 |
| 8. | Concrete, each 500 PSI increase over 2500 PSI | 100 cy | \$ 3.50cy | \$ 350.00 |
| 9 | Concrete, increase for pump mix | 150 cy | \$ 16.00cy | \$ 2,400.00 |
| 10. | Pump, Concrete for Placing Pump Mix | 25 hr | \$ 100.00hr | \$ 2,500.00 |
| Sub Total - Flatwork Costs - Zone 2 | | | | \$178,900.00 |

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INVITATION TO BID NO 03C-75A

| ZONE 2 | | | | |
|--|--|---------------|-------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| SLAB ON GRADE | | | | |
| 1 | Excavate and Stockpile | 50 cy | \$ 11.00 cy | \$ 550.00 |
| 2. | Fine Grade and compact | 5,000 sf | \$ 2.50 sf | \$12,500.00 |
| 3. | Soil Poisoning | 5,000 sf | \$.30 sf | \$ 1,500.00 |
| 4 | Concrete, Regular, Furnish and Grade | 100 cy | \$ 125.00cy | \$12,500.00 |
| 5. | Trowel Finish, Including Sealer | 5,000 sf | \$.55 sf | \$ 2,750.00 |
| 6. | 6x6, 10/10 W.W.F. Furnish and Place | 5,000 sf | \$.22 sf | \$ 1,100.00 |
| 7. | Reinforcing Steel, Grade 60, Furnish and Place | 1,000 lb | \$.55 lb | \$ 550.00 |
| 8 | Formwork, Edge Forms | 500 sfca | \$ 5.50sfca | \$ 2,750.00 |
| 9 | Vapor Barrier | 5,000 sf | \$.07 sf | \$ 350.00 |
| 10. | Concrete, Each PSI Increase over 2500 PSI | 100 cy | \$ 3.30 cy | \$ 330.00 |
| 11 | Concrete, Increase for Pump Mix | 50 cy | \$16.50 cy | \$ 825.00 |
| 12. | Pump, Concrete for Placing Pump Mix | 10 hr | \$100.00hr | \$ 1,000.00 |
| Sub Total - Slab on Grade Costs - Zone 2 | | | | \$36,705.00 |

| ZONE 2 | | | | |
|--|--|---------------|------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| CURB AND GUTTER | | | | |
| 1. | Curb and Gutter, Type "A" Mountable, Furnish and Install | 50 lf | \$28.00 lf | \$1,400.00 |
| 2 | Curb and Gutter Type "F", Furnish and Install | 100 lf | \$28.00 lf | \$2,800.00 |
| 3. | Header Curb, Type "C", Furnish and Install | 100 sf | \$27.00 sf | \$2,700.00 |
| Sub Total - Curb and Gutter Costs - Zone 2 | | | | \$6,900.00 |

GRAND TOTAL - ZONE 2 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$ 222,505.00

BIDDERS PLEASE NOTE: All price quotes must be completed in ink or typed, all price changes i e white outs or cross-outs must be initialed, otherwise price quotes shall not be accepted.

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INVITATION TO BID NO. 03C-75A

ADDITIONAL INFORMATION (Not included in bid award tabulation)

| | |
|---|--------------------------|
| 1. Cost per cubic yard for tree removal | \$ <u>75.00</u> |
| 2. Cost per cubic yard for backfill | \$ <u>15.00</u> |
| 3. Cost per lineal foot for temporary fencing | \$ <u>8.00</u> |
| 4. Additional Cost for furnishing / installation of Sod | \$ <u>.50</u> /sq. ft. |
| 5. Additional Cost for installation of Sod only | \$ <u>.25</u> /sq. ft. |
| 6. Hourly Labor Rate | \$ <u>45.00</u> /per hr. |

VARIANCES: State any variances, however slight, to the above specifications.

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| | | | |
|--|-------------------|--|--|
| SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3326 Forest Hill Boulevard, Suite A-323 West Palm Beach, FL 33406-5813 | | INVITATION TO BID Bidder Acknowledgement | |
| BID NO. <u>03C-75A</u> | | Date: <u>March 12, 2003</u> | |
| BID TITLE: TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES | | | |
| Bids Must be Received no later than 2:00 P.M. April 2, 2003 at which time bids will be opened. | | | |
| Vendor Name: | | Terms: | |
| Vendor Mailing Address: | | Delivery _____ calendar days after receipt of order. | |
| City - State - Zip Code: | | F.E.I.D. No. (S.S. #) | |
| Area Code/Telephone Number: | Toll Free Number: | Fax Number: | |
| Vendor E-Mail Address: | | Vendor Web Address: | |
| ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s). | | | |
| Authorized Signature (Manual) | | Authorized Signature (Type or Printed) and Title | |

INVITATION TO BID

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813. Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed Invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten. Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. 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. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- A. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-80 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
- B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. **Bidder warrants** by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
- D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A.1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- E. **CONDITIONS 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 the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- F. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.
- Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. 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. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
- B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
- C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School Board of Palm Beach County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

PBSD 1186
(Rev. 2/2001)

SPECIAL CONDITIONS

- A. **SCOPE**: The purpose and intent of this invitation to bid is to secure firm pricing establishing a term contract for the purchase of **CONCRETE AND CONCRETE SERVICES**, as specified herein.
- B. **DELIVERY**: Materials in this invitation to bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any single location. Deliveries are to be FOB destination, as per purchase order.
- C. **AWARD**: Contract will be awarded to the lowest and best bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

The Board reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of M/WBE awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

It is anticipated that this bid will be awarded at the May 21, 2003 Board meeting.

- D. **M/WBE GOAL**: The Goal Setting Committee has established a 5% bid preference for participation/-utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- E. **TERM OF CONTRACT**: The term of this contract shall be from June 10, 2003 through June 9, 2005 the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for three additional one-year periods. The Board, through the Department of Purchasing, will, if considering to renew, request a letter of intent to renew from the awardee 90 days prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their bid.
- F. **FUNDING OUT, TERMINATION, CANCELLATION**: Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders:

The School Board may, during the contract period, terminate or discontinue the items covered in this bid only at the end of the School Board's then current fiscal year upon 90 days prior written notice to the successful bidder.

INVITATION TO BID NO. 03C-75A

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein".

This completed statement must be included as part of any lease agreement submitted by the successful bidder. No lease will be considered that does not include this provision for "funding out".

- G. **BIDDERS RESPONSIBILITY**: Before submitting their bid, each bidder is required to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
- H. **QUANTITIES**: The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period.
- I. **OCCUPATIONAL LICENSE/CERTIFICATE OF COMPETENCY**: By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida or the Palm Beach Construction Industry Licensing Board or a current Occupational License. The occupational license shall be issued for the services being bid herein. A photocopy of the license or certificate should be submitted with bid or within 48 hours after request.
- J. **SITE INSPECTION/ESTIMATE**: Subsequent to issuance of a purchase order, the following procedure shall be followed:
 1. When an area needs to be coated, the School District will notify the contractor. Notification will include name and address of school, name and telephone number of the contact person (if applicable) and areas at school where work is to be completed.
 2. Within five work days after job notification, contractor shall make a site inspection and provide a written proposal based on prices on the Bid Summary Sheet to the requesting department. Contractor must also indicate date they can commence work and the number of work days needed to complete work.
 - a. Contractor shall also utilize site inspection to determine if there are any discrepancies from the bid and project specifications and drawings that are to be provided by District prior to site inspection.
 - b. During site inspection if the contractor detects or anticipates a problem would affect the project, they shall immediately notify the requesting department. Surface conditions which require more than 1/2" of leveling shall be identified at the time of site inspection. This verbal report shall be followed by a written report within five work days.
 3. The applicable department shall forward the approved proposal to the Purchasing Department and prepare a properly executed requisition. Scheduled commencement and completion dates must be shown on the requisition.
 4. The Purchasing Department will issue a purchase order. Upon receipt of the purchase order, contractor is authorized to proceed with project.

INVITATION TO BID NO. 03C-75A

Unless unforeseen circumstances occur, changes shall not be permitted after proposal has been accepted and purchase order has been issued. Any requests for a change order MUST be approved by the Purchasing Department.

The request for quotation shall not constitute a commitment to perform any project work. A purchase order issued by the Purchasing Department is the contractor's authorization to proceed.

- K. **SCOPE OF WORK:** The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor (including supervisors) equipment, machinery, tools, materials, concrete, transportation, and other services necessary to fully construct/install the concrete work according to the specifications and purchase orders.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result for their operations so that work sites are neat and orderly at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Safeguarding of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the owner's satisfaction at no additional cost to the District.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the Contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects are appropriately dressed at all times.

The contractor shall correct or replace all damaged water lines, sanitary lines, sprinkler systems, electrical lines, curbs, sidewalks, streets, buildings, parking lots, grassed areas, etc., broken or damaged as the result of the contractor's operations. This shall also include the correcting and reworking of all sod or grassed areas damaged due to their operations. These repairs shall be completed in accordance with state or county codes and the School District. (It should be noted that some installations may occur in areas that are not readily accessible to vehicular traffic and that it is the contractor's responsibility to advise the project manager of the method they intend to use in performing the installation.

- L. **INSPECTIONS:** The School District will provide inspections for concrete projects. The District's inspector will be provided by Department of Maintenance and Plant Operations/Program Management and said inspector will also act as the owner's representative.

Contractors shall contact the District's inspector/representative following completion of a project and establish a time for owner's inspection/representative to make the final inspection. At time of final inspection, contractors or their representative(s) shall be present at work site.

All final inspections, acceptance, check-outs, etc. shall be made by the District's inspector and any public authority representative required to ensure that work has been executed in accordance with specifications and all applicable codes.

INVITATION TO BID NO. 03C-75A

If required, contractors shall be responsible for notification of any public authority having jurisdiction on this project as to time and place of final inspection.

M. **TIME OF COMPLETION:** All projects should be completed on a continuous basis. Lags or gaps in the task time schedule for any project assigned under the provisions of this contract shall not be acceptable and may, at the District's discretion be grounds for termination of this contract.

N. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: George Pratt, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

INVITATION TO BID NO. 03C-75A

O. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders shall, in addition to any other obligation to indemnify the School District of Palm Beach County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
2. violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of the work; or
3. liens, claims or actions made by the contractor of any subcontractor of other party performing the work.

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 of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School District of Palm Beach County to enforce this agreement shall be borne by the contractor.

Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

P. **SEALED BID REQUIREMENTS:** The "INVITATION TO BID" bidder's acknowledgement sheet must be completed, signed, and returned. In addition, the Bid Summary Sheet page(s) on which the bidder actually submits a bid, needs to be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.

Q. **BID ITEM OFFERED:** If bidding other than the make and model specified in the bid item on the Bid Summary Sheet, then the **complete make and model number** of the item offered must be indicated in the space provided on the Bid Summary Sheet(s). Failure to indicate a complete make and model number for the item offered in the space provided will represent that the bidder is bidding the make and model specified in the bid item.

R. **WARRANTY:** Items bid by the successful vendor in accordance with the specifications herein shall be guaranteed to be free from defects in workmanship and/or materials for a period of one year. The successful vendor further agrees to repair and/or replace any and all items that may become defective during the warranty period at no additional cost to the School District. This includes cost of freight pick-up and delivery.

S. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.

INVITATION TO BID NO. 03C-75A

- T. **SPECIAL ACCOMMODATION:** Any person requiring a special accommodation at the bid opening because of a disability should call the person named in the Special Condition PP prior to the bid opening. If you are hearing or speech impaired, please contact the person named by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
- U. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) 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. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**
- V. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

- W. **INSPECTION AND READING OF BID:** As per Florida Statute 119.07(3)(o) the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. 120.57(3) or within ten days after bid or proposal opening, whichever is earlier.
- X. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (white out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.
- Y. **POSSESSION OF FIREARMS / DRUG FREE WORKPLACE:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in General Condition 19, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

- Z. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

INVITATION TO BID NO. 03C-75A

AA. ORDERING PROCEDURE:

Specific Items: After approval of contract award by the School Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which items / services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

BB. PAYMENT TERMS: The District's payment terms are net 30 days. Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered on a purchase order.
2. The receipt of a properly billed invoice in the Accounting Services Department.
3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District **MUST** include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on our purchase order.
5. Line item total or extended price, minus bid discount as listed on our purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

CC. WITHDRAWAL: A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one (1) time in a two (2) year period without penalty.

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

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

EE. DEFAULT: In the event that the awarded vendor should breach this contract, the Board reserves the right to seek all remedies in law and/or in equity.

INVITATION TO BID NO. 03C-75A

- FF. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.
- GG. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
- HH. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the Board.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

- II. **MINORITY BUSINESS PARTICIPATION:** The School District of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525 ATTACHMENT A) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526 ATTACHMENT B). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the School District of Palm Beach County's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the School District of Palm Beach County or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

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The School District of Palm Beach County does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

JJ. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the bid or within three days of request. See ATTACHMENT E.

KK. **LOBBYING:** BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS BID UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST 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 DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

ANY BIDDER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF BIDDER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID BID.

LL. **DELIVERY OF BIDS:** When hand delivering your bid, bidders must follow the School District's security access procedures. The procedures are as follows:

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Present bid to the Purchasing receptionist for official date/time stamping.

BIDDERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR BID TO THE PURCHASING DEPARTMENT RECEPTIONIST NO LATER THAN THE DATE AND TIME DESIGNATED IN THE BID.

MM. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specifications will be posted for review by interested parties at the Fulton-Holland Education Service Center, Main Lobby Area, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

INVITATION TO BID NO. 03C-75A

NN. POSTING OF BID RECOMMENDATION / TABULATIONS: Bid recommendations and tabulations will be posted in the Purchasing Department for review by interested parties at the Fulton-Holland Education Service Center, Main Lobby Area, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406, on April 9, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

OO. BID PROTEST: If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section JJ, Lobbying, Paragraph 3, of this proposal and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that 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 acceptable form 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 included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

PP. INFORMATION: Any questions by the prospective bidders concerning this invitation to bid should be addressed to George Pratt, Purchasing Agent, Purchasing Department (561-434-8306, email: prattg@palmbeach.k12.fl.us), who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Mr. Pratt nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by written addendum.

SPECIFICATIONS

A. PROJECT INSPECTION

The contractor shall prepare site, furnish, place and finish batch mix or pump mix concrete at assigned school centers and facilities throughout Palm Beach County.

1. Upon assignment of a project, the contractor shall visit the site with the requesting facility manager to determine:
 - (a) Scope of project.
 - (b) Best means of access.
 - (c) Whether drawings (if provided by facility manager) are accurate.
2. Contractor shall provide a written proposal to the facility manager within three working days after the site visit.
3. If the contractor is unable to perform the project on the date requested by the facility manager, they shall advise the project manager within 24 hours after the proposed date is provided to the project manager.
4. Projects shall commence on the scheduled date, and continue without interruption until completion with the exceptions being:
 - (a) Projects with a scheduled duration of more than one day.
 - (b) Rain or other acts of God which affect the project completion schedule.
5. Invoices shall contain:
 - (a) Name of project
 - (b) Name of facility manager.
 - (c) Quantities and unit prices for services provided.
 - (d) Concrete suppliers load ticket which shall identify the type and strength of mix used for the project.
 - (e) Invoice shall separate flat work, slab on grade and curb and gutter.
6. School Board reserves the right to have an independent testing laboratory visit any site during the course of the project and take quality control samples. The results of these tests shall remain the property of the Board and become a part of the permanent record of that installation.

B. TECHNICAL REQUIREMENTS

1. Cast-in-place concrete shall be in accordance with the following codes and standards:
 - (a) Portland Cement Association (PCA)
 - (b) American Concrete Institute (ACI)
 - (d) Concrete Reinforcing Steel Institute (CRSI)
 - (d) American Society for Testing and Materials (ASTM)
2. REINFORCING STEEL: Where reinforcement is indicated on drawings or site instructed, it shall conform to ASTM A615, Grade 60 KSI yield grade billet steel deformed bars, uncoated finish.
3. B WELDED STEEL
4. FORMWORK: Shall conform to ACI 347.
5. SUBMITTALS: Submit mix designs prepared in accordance with ACI 318 and ACI 211.1.

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6. PRODUCTS:

- (a) PORTLAND CEMENT: Conform to ASTM C150, Type I. Type III may be used when approved by the Facility Manager in writing.
- (b) WATER: From domestic sources, free of harmful acids, alkalis, oil, organic or other deleterious materials.
- (c) CONCRETE AGGREGATES: Conform to ASTM C33.
 - (1) Conform to ASTM C 33: Local aggregates not complying with this standard may be used provided it can be shown by special test or a record of past performance these aggregates produce concrete of adequate strength and durability.
 - (2) Fine Aggregate: Clean, washed sand of hard, sound, uncoated grains.
 - (3) Coarse Aggregates: Clean, washed, sound and crushed.
 - (4) Aggregate Size Requirements: Use largest aggregate size for each condition of placement subject to limitations stipulated in paragraph 3.3, ACI Code 318.

7. CONCRETE ADMIXTURES: Admixtures specified and acceptable to the Facility Manager prior to use shall be included in mix designs.

- (a) Water Reducing Agent: Water reducing agent conforming to ASTM C494 shall be used.
- (b) Air Entrainment: Concrete shall entrain from two to four percent air, whether batched with or without admixtures, conforming to ASTM C260.

8. CONCRETE MIX DESIGNS AND PROPORTIONS:

- (a) Mix Design: Prepared according to ACI 211 and ACI 318 and submitted to the Facility Manager for review prior to batching any concrete, and based on previously tested and qualified component materials. Provide mix designs for all of the mixes.
- (b) Admixtures: Enter specific brands into mix designs where they are required or used.
- (c) Mix: Concrete shall be composed of Portland Cement, coarse aggregate, fine aggregate, admixtures, and water.
- (d) Specified Compressive Strength:
 - (1) Mix designs for the compressive strength specified shall have the following minimum properties.

| <u>Specified 28-day Compressive Strength (fc) (psi)</u> | <u>Maximum Water-Cement Ratio by Weight (lb/lb)</u> | <u>Minimum Cement Content (lbs/Cubic Yard)</u> |
|---|---|--|
| 5000 | Determined by Mix Design, Not to Exceed 0.40 | 611 |

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| | | |
|------|------|-----|
| 4000 | 0.45 | 564 |
| 3000 | 0.50 | 470 |
| 2000 | 0.65 | 376 |

- (e) Optimum water-cement ratio for mix designs in excess of 4000 psi 28-day compressive strength shall be determined by various mix designs, not to exceed 0.40.
- (f) Slump Limits: Concrete, when placed in the forms, shall have a slump within the following limits in accordance with ASTM C 143.
 - (1) Minimum slump of 1".
 - (2) Tolerance of plus-or-minus 1".
 - (3) Mass concrete: 2".
 - (4) Reinforced concrete: 4".
 - (5) Pump mix slump - 6".

9. CURBS:

- (a) Construct roadway and sidewalk curbs shown on the drawings and in accordance with local codes and regulations.
- (b) Construct curbs that support equipment or structural wall systems indicated on the drawings.

10. MINOR CONCRETE FILLS: Provide 2000 psi concrete.

11. CONSTRUCTION JOINTS: Shall be formed with tongue and groove wood members or galvanized metal keyed forms.

12. SEALING MATERIALS: Material for sealing and filling joints and for sealing premolded filler strip, shall conform to ASTM D1190 for "Concrete Joint Sealer; Hot-Poured Elastic Type".

13. BATCHING, MIXING AND PLACING CONCRETE:

- (a) Furnish Ready-Mixed Concrete: Conform to ASTM C94. Plant and truck mixers subject to examination by Facility Manager.
- (b) Water and Mixing: Mix concrete at least ten minutes, five minutes of which is at the job, after last addition of water. Retempering in mixer is prohibited. Concrete in mixer longer than 1-1/2 hours after the water has been added, or has become nonplastic, shall be rejected.
- (c) Load Tickets: Shall include all information required by ASTM C94 and be legible, showing quantities of all materials in the batch, and bearing signature of plant inspector or bonded weighmaster.
- (d) Slumps: At point of delivery to forms, the slumps shall conform to those specified in this specifications.
- (e) Placing: Concrete shall be placed by equipment as near as possible to its final location and without segregation of aggregate. Free vertical drop shall not exceed 4-1/2 feet. Prior to placing concrete the forms shall be clean and free of debris with all surfaces wetted lightly. Slabs shall be cast in a "checkerboard" pattern allowing two days between adjacent casts. Before depositing

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new concrete on or against concrete which has set, the existing surfaces shall be cleaned of laitance, foreign matter and loose particles and coated with a cement grout. No concrete shall be placed without prior approval of the forms and reinforcing by the facility manager.

- (f) Vibration: Structural concrete shall be placed with the aid of mechanical vibrating equipment. For all other work, by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms.

15. CONSTRUCTION JOINTS: Construction joints shall be located so the maximum area for each cast shall not exceed 600 sq ft. Length to width ratios shall not exceed 2 to 1.

16. FINISHES:

- (a) Form Finish: Hone down fins, ridges, high spots, with abrasive brick or power grinders while concrete is green, immediately after form removal.
- (b) Form Tie Holes and Deep Depressions: Flush thoroughly with clean water, tamp to overfull with drypack, cure and hone flush.
- (c) Rock Pockets, Honeycomb and Sand Streaks: Cut out at least 1" deep with sides perpendicular to surface, flush out, coat with neat cement paste, fill with drypack in at least two layers to overfull, cure and then hone to final correct surface, line or corner.

17. CLEANUP: Shall be restoration of the site to its useful intent. Extra emphasis shall be placed on removal of forms, loose concrete, rocks and pebbles. The surrounding area shall be raked level and all foreign materials completely removed from the site. No disposal of these removed materials shall be accomplished in the trash cans or dumpsters or used as fill on the site.

18. SIDEWALKS:

- (a) Installation of asphalt impregnated cane fiber (i.e., Expansion material) every 20 feet
- (b) Level and finish sidewalks with skid resistant texture (broom finish).

BID SERVICE ZONE DESCRIPTION:

Zone #1: All points east of Twenty Mile Bend

Zone #2: All points west of Twenty Mile Bend

IMPORTANT NOTE: During the contract period (24 months), the successful bidder (contractor) shall be required to perform concrete services work throughout Palm Beach County. Some projects may be very small while others may be large such as installing 25 lin. ft. of curb to installing a 20'x 30' slab or various lengths of sidewalk flatwork which may only be several feet long.

BID SUMMARY SHEET

THIS BID SUMMARY SHEET MUST BE USED TO SUBMIT PRICES. PRICES SUBMITTED IN ANY OTHER FORMAT SHALL NOT BE ACCEPTED. BID MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

| ZONE 1 | | | | |
|-------------------------------------|---|----------------------|-------------------|---------------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| | FLATWORK | | | |
| 1. | Excavate and Stockpile | 800 cy | \$ cy | \$ |
| 2. | Fine Grade | 100,000 sf | \$ sf | \$ |
| 3. | Concrete 2500 PSI Regular Finish and Place | 1,200 cy | \$ cy | \$ |
| 4. | Light Broom Finish | 100,000 sf | \$ sf | \$ |
| 5. | 6x6, 10/10 W.W.F. Furnish and Place | 20,000 sf | \$ sf | \$ |
| 6. | Formwork, 4" thick | 30,000 lf | \$ lf | \$ |
| 7. | Formwork, 6" thick | 10,000 lf | \$ lf | \$ |
| 8. | Concrete, each 500 PSI increase over 2500 PSI | 400 cy | \$ cy | \$ |
| 9. | Concrete, increase for pump mix | 600 cy | \$ cy | \$ |
| 10. | Pump, Concrete for Placing Pump Mix | 100 hr | \$ hr | \$ |
| Sub Total - Flatwork Costs - Zone 1 | | | | \$ |

| ZONE 1 | | | | |
|--|--|----------------------|-------------------|---------------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| | SLAB ON GRADE | | | |
| 1. | Excavate and Stockpile | 200 cy | \$ cy | \$ |
| 2. | Fine Grade and compact | 20,000 sf | \$ sf | \$ |
| 3. | Soil Poisoning | 20,000 sf | \$ sf | \$ |
| 4. | Concrete, Regular, Furnish and Grade | 400 cy | \$ cy | \$ |
| 5. | Trowel Finish, Including Sealer | 20,000 sf | \$ sf | \$ |
| 6. | 6x6, 10/10 W.W.F. Furnish and Place | 20,000 sf | \$ sf | \$ |
| 7. | Reinforcing Steel, Grade 60, Furnish and Place | 4,000 lb | \$ lb | \$ |
| 8. | Formwork, Edge Forms | 2,000 sfca | \$ sfca | \$ |
| 9. | Vapor Barrier | 20,000 sf | \$ sf | \$ |
| 10. | Concrete, Each PSI Increase over 2500 PSI | 400 cy | \$ cy | \$ |
| 11. | Concrete, Increase for Pump Mix | 200 cy | \$ cy | \$ |
| 12. | Pump, Concrete for Placing Pump Mix | 40 hr | \$ hr | \$ |
| Sub Total - Slab on Grade Costs - Zone 1 | | | | \$ |

INVITATION TO BID NO. 03C-75A

| ZONE 1 | | | | |
|--|--|----------------------|-------------------|---------------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| CURB AND GUTTER | | | | |
| 1. | Curb and Gutter, Type "A" Mountable, Furnish and Install | 200 lf | \$ lf | \$ |
| 2. | Curb and Gutter Type "F", Furnish and Install | 400 lf | \$ lf | \$ |
| 3. | Header Curb, Type "C", Furnish and Install | 20,000 sf | \$ sf | \$ |
| Sub Total - Curb and Gutter Costs - Zone 1 | | | | \$ |

GRAND TOTAL - ZONE 1 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$ _____

| ZONE 2 | | | | |
|-------------------------------------|---|----------------------|-------------------|---------------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| FLATWORK | | | | |
| 1. | Excavate and Stockpile | 200 cy | \$ cy | \$ |
| 2. | Fine Grade | 25,000 sf | \$ sf | \$ |
| 3. | Concrete 2500 PSI Regular Finish and Place | 300 cy | \$ cy | \$ |
| 4. | Light Broom Finish | 25,000 sf | \$ sf | \$ |
| 5. | 6x6, 10/10 W.W.F. Furnish and Place | 5,000 sf | \$ sf | \$ |
| 6. | Formwork, 4" thick | 8,000 lf | \$ lf | \$ |
| 7. | Formwork, 6" thick | 3,000 lf | \$ lf | \$ |
| 8. | Concrete, each 500 PSI increase over 2500 PSI | 100 cy | \$ cy | \$ |
| 9. | Concrete, increase for pump mix | 150 cy | \$ cy | \$ |
| 10. | Pump, Concrete for Placing Pump Mix | 25 hr | \$ hr | \$ |
| Sub Total - Flatwork Costs - Zone 2 | | | | \$ |

INVITATION TO BID NO. 03C-75A

| ZONE 2 | | | | |
|--|--|---------------|------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| SLAB ON GRADE | | | | |
| 1. | Excavate and Stockpile | 50 cy | \$ cy | \$ |
| 2. | Fine Grade and compact | 5,000 sf | \$ sf | \$ |
| 3. | Soil Poisoning | 5,000 sf | \$ sf | \$ |
| 4. | Concrete, Regular, Furnish and Grade | 100 cy | \$ cy | \$ |
| 5. | Trowel Finish, Including Sealer | 5,000 sf | \$ sf | \$ |
| 6. | 6x6, 10/10 W.W.F. Furnish and Place | 5,000 sf | \$ sf | \$ |
| 7. | Reinforcing Steel, Grade 60, Furnish and Place | 1,000 lb | \$ lb | \$ |
| 8. | Formwork, Edge Forms | 500 sfca | \$ sfca | \$ |
| 9. | Vapor Barrier | 5,000 sf | \$ sf | \$ |
| 10. | Concrete, Each PSI Increase over 2500 PSI | 100 cy | \$ cy | \$ |
| 11. | Concrete, Increase for Pump Mix | 50 cy | \$ cy | \$ |
| 12. | Pump, Concrete for Placing Pump Mix | 10 hr | \$ hr | \$ |
| Sub Total - Slab on Grade Costs - Zone 2 | | | | \$ |

| ZONE 2 | | | | |
|--|--|---------------|------------|--------------|
| NO. | DESCRIPTION | EST. QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| CURB AND GUTTER | | | | |
| 1. | Curb and Gutter, Type "A" Mountable, Furnish and Install | 50 lf | \$ lf | \$ |
| 2. | Curb and Gutter Type "F", Furnish and Install | 100 lf | \$ lf | \$ |
| 3. | Header Curb, Type "C", Furnish and Install | 100 sf | \$ sf | \$ |
| Sub Total - Curb and Gutter Costs - Zone 2 | | | | \$ |

GRAND TOTAL - ZONE 2 (Flatwork, Slab on Grade and Curb and Gutter inclusive) \$ _____

BIDDERS PLEASE NOTE: All price quotes must be completed in ink or typed, all price changes i.e. white outs or cross-outs must be initialed, otherwise price quotes shall not be accepted.

INVITATION TO BID NO. 03C-75A

ADDITIONAL INFORMATION (Not included in bid award tabulation)

- | | |
|---|-------------------|
| 1. Cost per cubic yard for tree removal | \$ _____ |
| 2. Cost per cubic yard for backfill | \$ _____ |
| 3. Cost per lineal foot for temporary fencing | \$ _____ |
| 4. Additional Cost for furnishing / installation of Sod | \$ _____ /sq. ft. |
| 5. Additional Cost for installation of Sod only | \$ _____ /sq. ft. |
| 6. Hourly Labor Rate | \$ _____ /per hr. |

VARIANCES: State any variances, however slight, to the above specifications.

INVITATION TO BID NO. 03C-75A

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3322 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508

<http://www.palmbeach.k12.fl.us/bids/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

| <u>Vendor</u> | <u>Estimated Dollar Value</u> |
|---------------|-------------------------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

4 ATTACHMENTS



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

**Minority Women Business Enterprise (M/WBE)
Subcontractor Participation Letter of Intent**

BID/RFP or Project Name TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES

BID/RFP or Project Number 03C-75A

Name of Bidder _____

The undersigned intends to perform work with the above project as *(check one)*

- Individual Partnership Corporation Joint Venture

(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor Manufacturer Supplier

The undersigned is:

- Certified with the School District of Palm Beach County MIWBE Coordinator
 Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column)*:

- | | | |
|---|--|---------------------------------|
| <u>COLUMN 1</u> | <u>COLUMN 2</u> | <u>COLUMN 3</u> |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander | | <input type="checkbox"/> Male |
| <input type="checkbox"/> Black, Non-Hispanic | | |
| <input type="checkbox"/> Hispanic | | |
| <input type="checkbox"/> Multiracial | | |
| <input type="checkbox"/> White, Non-Hispanic | | |

PARTICIPATION: The undersigned intends to perform the following work in connection with the above project.

| ITEM NO. | CONTRACT (TRADE) ITEMS | AMOUNT |
|----------|------------------------|--------|
| | | |
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| | | |

Name of MWBE Subcontracting Firm _____

Name and Position (type or print) _____

SIGNATURE

DATE

INVITATION TO BID NO. 03C-75A



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
 PURCHASING DEPARTMENT
 3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

ATTACHMENT B

**Minority Women Business Enterprise (M/WBE)
 Subcontractor Participation Summary**

BID/RFP or Project Name TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES

BID/RFP or Project Number 03C-75A

Total Bid (Base and Alternatives) _____

TO DIRECTOR OF PURCHASING DEPARTMENT

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

| CONTRACTOR | CERTIFIED | | CONTRACT (TRADES) ITEMS | AMOUNT |
|---|-----------|----|-------------------------|--------|
| | YES | NO | | |
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| Total M/WBE Subcontractor Participation | | | | \$ |
| Percentage of Total Bid (Base & Alternates) | | | | % |

Contracting Firm Name _____

Name and Position (type or print) _____

 SIGNATURE DATE

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached bid at time of bid opening to be considered.
PBSD 0580 New 3/91

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing Department, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. 03C-75A for **TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES** because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

Project: **TERM CONTRACT FOR CONCRETE AND CONCRETE SERVICES** Bid No.: 03C-75A

Corporation Name: _____ Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 200____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

| Name | Address | Percentage |
|------|---------|------------|
| | | |
| | | |
| | | |

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name | Address | Percentage |
|------|---------|------------|
| | | |
| | | |
| | | |

C. Stock held for others and for whom held:

| Name | Address | Percentage |
|---------------|---------|------------|
| | | |
| For Whom Held | | |
| | | |
| For Whom Held | | |
| | | |
| For Whom Held | | |
| | | |
| For Whom Held | | |

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200____, by _____.

Such person(s). (Notary Public must check applicable box):
[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)