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Please Note:

From time to time, addenda may be issued to this bid/proposal. Any such addenda will be posted at www.demandstar.com

Following School Board action we will provide all respondents with the tabulation and award documents via email.

NOTICE TO BIDDERS

DELIVERY OF OVERNIGHT PACKAGES DOES NOT ALWAYS OCCUR TO:

**THE SCHOOL BOARD OF SARASOTA COUNTY
OSPREY, FLORIDA, 34229**

Your bid will not be considered if not received prior to stated bid opening date and time.

Please cut along the borderline and attach this "Sealed Bid" label to the outside of your bid response envelope

SEALED BID - D O N O T O P E N ----- SEALED BID - D O N O T O P E N

From: _____

Address: _____

**Deliver To: Purchasing Office
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, Florida 34229**

**BID TITLE: PLUMBING SERVICES – TIME AND MATERIAL
BID #16-0038**

BID TO BE OPENED ON: FEBRUARY 24, 2016 AT 2:00 P.M.

SEALED BID - D O N O T O P E N ----- SEALED BID - D O N O T O P E N



SARASOTA
County Schools

MATERIALS MANAGEMENT
PURCHASING DEPARTMENT
101 Old Venice Road, Osprey, FL 34229
941-486-2183 • Fax 941-486-2188
SarasotaCountySchools.net

INVITATION TO BID

ISSUE DATE: February 3, 2016

BID TITLE: Plumbing Services – Time and Materials – Bid #16-0038

BIDS MUST BE RECEIVED AND TIMESTAMPED PRIOR TO: February 24, 2016 at 2:00 p.m.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened and recorded. All bidders and the general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes and mailed or delivered to the School Board of Sarasota County, Purchasing Office, 101 Old Venice Road, Osprey, Florida 34229. The outside of the envelope shall plainly identify the bid by: **TITLE, TIME AND DATE OF BID OPENING.** It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract.

Bids received after the scheduled time for opening will not be considered. Any bid envelopes received late will be returned to the bidder unopened.

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: www.sarasotacountyschools.net/departments/purchasing on or about: March 29, 2016.

BOARD ACTION DATE: Results will be presented for Board action at 1980 Landings Boulevard, Sarasota, Florida, at 6:30 p.m. on: April 5, 2016.

CERTIFICATION

The below-signed bidder certifies that he/she has read and thoroughly understands the terms, conditions and specifications as contained in this invitation, and, further, the items of material, or services offered in this invitation meet the required minimum specifications. It is understood that any item offered as an alternate not meeting specifications will be rejected.

DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.

Prices are firm for re-orders for 12 months after award of bid.

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the drug-free workplace certification on page 4. Please indicate in the space provided whether or not your company meets the drug-free workplace certification. _____ **Does** meet drug-free workplace certification.
_____ **Does not** meet the drug-free workplace certification.

Company	Address
Printed Name	City
Signature	State Zip
Title	Telephone
Date	Fax
Federal ID Number	E-Mail

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 Board of Sarasota County, Florida, hereinafter called the School Board. Items(s) and/or services shall be provided by the approved bidder, hereinafter called the Contractor.

CONTRACT TERMS:

- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
- b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following:
 1. The Civil Rights Act of 1964, as amended.
 2. Section 306 of the Clean Air Act, 41 U.S.C. 1857-H.
 3. Section 508 of the Clean Water Act, 33 U.S.C. 1368.
 4. Executive Order 11738.
 5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 6. Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment.
- c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
- d. The Contractor shall retain all books, records and other documents relative to this contract for three years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this bid shall be for a period of one year beginning with the date of award with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT FAILURE: Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from date of infraction.

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful bid, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.”

The Contractor certifies, by submission and signature of this bid, that neither the Contractor nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

FEDERAL DEBARMENT CERTIFICATION: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

- a. The prospective lower tier participant certifies, by submission and signature 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 federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, “A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

FLORIDA PREFERENCE: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids or proposals from Bidders having a principal place of business outside the State of Florida. If applicable, all Bidders must complete and submit the Bidder’s Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid or proposal non-responsive to the terms of this solicitation.

THE U.S. DEPARTMENT OF AGRICULTURE’S “BUY AMERICAN” PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.

The word “substantially” is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [Section 21 of Ch.2005-28, L.O.F.], if any Contractors’ employees/independent Contractors or Subcontractors’ employees/independent Contractors **will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds**, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [Section 1012.465, Florida Statutes] The requirements of this law must be met in order for the School Board to contract with your company. By responding to this Invitation to Bid, you agree to abide by all Sarasota County School Board policies and procedures in regard to The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to The School Board website www.sarasotacountyschools.net/departments/schoolpolice, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

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

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

DRUG-FREE WORKPLACE CERTIFICATION: Tie bid preference shall be given to businesses with drug-free workplace programs whenever two or more bids are equal with respect to price, quality, and service and are received by the state or by any political subdivision for the procurement of commodities or contractual services. Established procedures for processing tie bids, as more fully set forth herein, will be followed if none of the tied bidders have a drug-free workplace program.

MATERIAL SAFETY DATA SHEET: The manufacturer, importer, or distributor of a toxic substance will provide a material safety data sheet with his/her bid.

SAFETY PRECAUTIONS: The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS: The bidder certifies that all material, equipment, etc., contained in this bid meets all Occupational Safety Hazards Act (OSHA) requirements. The bidder further certifies that, if he/she is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring any and all material, equipment, etc., contained in a particular bid, in conformity with all OSHA requirements, shall constitute default under this agreement.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

DEFAULT: In the event the Contractor fails to enter into a contract with the School Board on the basis of the submitted bid, such action shall constitute a default of this agreement. The School Board may declare further default if the Contractor violates the terms of the bid document in any manner. If the Contractor defaults after the School Board awards a bid and bid performance security was not required, the Contractor shall pay to the district, as liquidated damages, an amount equal to 5% of the unit prices bid times the quantity for each item in question, or \$25, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the district for a period of not less than one (1) year. Thereafter, the Contractor may request to be reinstated to the active bidders' list. In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

BID AND PURCHASE ORDER AGREEMENT: This bid and the purchase orders issued hereunder constitute the entire agreement between the School Board and the Contractor awarded the bid. No modification of this bid shall be binding on the School Board or the bidders unless mutually agreed upon in writing by the parties. A minimum of 30 days must be allowed after School Board approval to receive a purchase order if awarded the bid.

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SUBMISSION AND RECEIPT OF BIDS:

- a. Unless otherwise specified, bidders must use the form(s) furnished by the School Board. Failure to do so may cause the bid to be rejected.
- b. Original bids shall include all required attachments and requested documentation.
- c. Bids shall be typewritten or completed in ink.
- d. Proposals having erasures or corrections **MUST** be initialed by the bidder in ink.
- e. Bids must be signed in ink by an officer or employee having the authority to bind the company or firm.
- f. The School Board will receive sealed bids until the date and time indicated on the bid cover. Bids must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all bids must be clearly marked with the bid name and opening date. Bids received in unidentifiable envelopes are sent at the bidder's risk. Bids received after the date and time of the bid opening will be date stamped and returned to the bidder. **It will be the bidders' responsibility to get the bid to the correct location on time.**
- g. For purposes of evaluation, the bidder must indicate any variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the specifications, terms and conditions herein.
- h. 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. Further, all bidders must disclose the name of any School Board employee who owns directly or indirectly an interest in the bidder's firm and/or any affiliates thereof, in excess of 5%. Bids not complying with the requirements of this section shall not be evaluated and shall be returned to the respective bidder.

SUBMITTAL OF A BID: The submittal of a bid shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said bid. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the bids is the responsibility of the bidder, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the bidder for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the request for bid. School officials who find any errors in calculations will make adjustments and corrections. Bidders shall normally be held to their bid but in the event of an error or if an obvious omission is discovered in a bid document, bidders may request in writing the opportunity to withdraw their bid. Bidders shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any and all bid items, as it deems appropriate. The unit price shall remain as accepted at bid award.

PRICES:

- a. The bid prices shall be for the period stated in the "General Specifications" or as otherwise stated in the "Certification."
- b. Prices should be stated in units of quantity specified in the bid specifications.
- c. In case of discrepancy in computing the amount of the bid, the unit price quoted will prevail. Any requirement by the bidder that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for bid prices, may result in disqualification of the bid. Likewise, expiration dates or other constraints, which are in conflict with bid requirements, will result in disqualification.

TRADE-NAMED ITEMS: When an item appearing in the bid document is listed by a registered trade name and the wording "no substitute", "bid only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future bid consideration, please contact in writing, the Director of Materials Management. If the wording "no substitute", "bid only" or "only" does not appear with the trade name, bidders may submit prices on their trade-named item, providing they attach a descriptive label of their product to this bid. Sample merchandise bid hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the bid award. Substitutions for items bid, awarded and ordered are prohibited except as may be approved by the Director of Materials Management.

BID REJECTION: The School Board reserves the right to reject any and all bids or parts thereof, and to request re-submission. The School Board further reserves the right to accept a bid other than the lowest bid, which in all other respects complies with the invitation to bid and the bid document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher bid price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All bids shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible bidder whose proposal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the request for bid as "lowest or lowest and best bid".

BID CHANGES AFTER CLOSING TIME: Bids may not be changed after the bid closing time. The exception would be if there was a misinterpretation of the unit for which the bid was requested. In which case, no dollar amount change would be allowed, and only a clarification as to the unit the bid represents will be considered. This must be done in writing 24 hours after notification to the bidder from the Director of Materials Management.

CORRECTIONS ON BIDS: Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. The bidder must initial all changes.

ACCEPTANCE OF BIDS: The School Board shall be the sole judge as to the acceptability of any and all bids and the terms and conditions thereof, without qualifications or explanation to bidders. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting a bid, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this bid. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

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

TIE ON UNIT PRICE OR BID: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the bid (i.e.: building contracts, or bids awarded by section) or the whole bid ("all or none" bids or service bids), the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Sarasota County, Florida.
- c. Companies located in Florida.
- d. The company receiving the larger dollar award on other items within the bid.
- e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

ACCURACY OF BID DOCUMENTS: Each bidder shall examine all requests for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the invitation for bid or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy of each to all prospective bidders who picked up forms or were sent an invitation for bid. However, prior to submitting the bid, it shall be the sole responsibility of each bidder to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

TERMS AND CONDITIONS: No additional terms and conditions included with the bid response shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters,

specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder certification page attests to this.

REFERENCES: Should the School Board elect to check the bidder's references, the bidder agrees to provide the name(s) and address(s) of its current and previous customers. **The bidder agrees to provide references from customers other than the School Board of Sarasota County.**

EVALUATION OF BID(S) FOR AWARD: The evaluation committee may use the following criteria in making a recommendation for award to the School Board:

cost	past experience	equality
quality/workmanship	meets specifications	bidder's past performance
compatibility/matching	delivery	service capability
standardization	installation	

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be the best low bid meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

If bidding other than brand bid, EACH BID MUST BE ACCOMPANIED BY A BROCHURE GIVING A COMPLETE DESCRIPTION OF THE ITEM ON WHICH YOU ARE BIDDING TO CLEARLY REPRESENT THE QUALITY, STYLE, AND CONSTRUCTION. EACH BROCHURE SHOULD BE IDENTIFIED BY THE NAME OF THE BIDDER.

The School Board further reserves the right to be the final judge of what is considered equal and hold the bid open for a 90-day period if award is not made on the date specified.

CHAPTER 120, FLORIDA STATUTES: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened, and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in School Board Rule 7.701. Copies of this procedure are available from the Materials Management Department.

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

PURCHASES DURING TERM OF BID: The School Board reserves the right to make purchases of items on this bid from a Florida State bid contract/agreement or other public entity purchasing bids/agreements during the term of this bid.

DELIVERY:

- a. All deliveries will be F.O.B. Destination freight prepaid (freight fully paid by Contractor) to indicated destinations (schools or departments) within Sarasota County, Florida.
- b. Time of delivery is an important consideration in making the award and must be adhered to.
- c. The School Board reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the Contractor's expense.

QUALITY: All bid items must be new. Further, all bid items must be equal to or exceed specifications required herein. The manufacturer's standard guarantee shall apply. During the guarantee period, the Contractor must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the School Board. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by the School Board.

INSPECTION, IDENTIFICATION AND ACCEPTANCE:

- a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the buyer.
- b. The Contractor shall file with the carrier all claims for breakage, imperfections and other losses.
- c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Model Number, Quantity, Vendor's Name and/or Trademark.
- d. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

LIABILITY INSURANCE: Where Contractors are required to enter or go on to School Board property to deliver materials or perform work or services as a result of a bid award, the Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All Contractors must comply with the insurance requirements as provided in the bid documents.

PROPOSAL/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

WAREHOUSE DELIVERY HOURS: Delivery is called for only between the hours of 7:30 A.M. and completed by 3:00 P.M. Monday through Friday, excluding Sarasota County School Board holidays.

CONDITION OF PRODUCTS: Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Bids on "used", "remanufactured" or "reconditioned" equipment or "blemis" or "seconds" will not be considered unless specifically requested. Products delivered shall be in the manufacturer's original carton.

REJECTED ITEMS: Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Contractor at no cost to the School Board.

SITE INSPECTION: The School Board reserves the right, prior to award of any contract or bid, to inspect the prospective Contractor's facility and place of business.

AUDIT PROCEDURES: Invoices submitted by the Contractor shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

SAMPLES:

- 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. All samples will be disposed of after 30 days and bidders shall be responsible for the removal of all such samples furnished within 30 days after the opening of the bid. Each individual sample must be labeled with the bidder's name and item number. Failure of the bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid.
- b. Unless otherwise indicated, samples should be delivered to the Purchasing Office.
- c. When required, the School Board may request full demonstration of any unit(s) bid prior to the award of any contract.

TAXES: The School Board of Sarasota County, Florida, does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption numbers on the face of the Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the Contractor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

LINE ITEM INFORMATION: The information called for on the item must be on the line with the item. When omitting a quotation on an item, please insert the words: **No Quotation, No Bid or N/B** to eliminate any confusion about the item(s) being bid.

NON-COLLUSION: By submission of the bid, the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid have not been communicated by the

bidder, nor by any one of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

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

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with an Invitation to Bid or Request for Proposal response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the Proposer shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Proposer upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.



Carol A. Lichon, Director
Materials Management

INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of \$10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the liability shall be the limits of liability as stated in the liability insurance policies covering this contract.
2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. Coverage cannot be canceled without thirty (30) days prior Notice to Owner.
3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.
4. Workers' Compensation Insurance: The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractors' Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with minimum limit of \$100,000. Coverage shall be in compliance with Chapter 440, **Florida Statutes**.
5. Comprehensive Automobile Liability: per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:

a. Bodily Injury Liability	- per person	\$250,000
	- per occurrence	\$500,000
b. Property Damage Liability	- per occurrence	\$250,000
c. Special Insurance	- as required by railroads or others.	
6. Comprehensive General Liability:
 - a. Bodily injury, personal injury, and property damage at \$500,000 per incident or occurrence and \$500,000 per claimant.
 - b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
7. Contingent Liability:
 - a. The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.
8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured.
9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
MINORITY BUSINESS ENTERPRISES
PROJECT PLAN

1) Project Name		2) Total Bid Price	
3) Type of Subcontract Work	4) Subcontractor or Vendor Name	5) Dollar Amount	
	TOTAL DOLLAR AMOUNT		
<p>I certify, for the project shown above, that for the subcontracts and vendor contracts listed above, Minority Business Enterprises will complete the subcontracts as shown. I further certify that any proposed changes will be submitted in writing, for approval of the owner.</p>			
Company Name		Address	
City		State	Telephone ()
Signature of Company Officer		Title	Date
Notary Signature		Notary Seal	Date
<p>GENERAL INFORMATION:</p> <p>Within seven (7) days following the date of the School Board's action awarding the contract, the awardee will deliver to the Materials Management Department this completed and signed MBE Project Plan showing award to certified Minority Business Enterprises, as described herein.</p> <p>Sarasota County or State of Florida certification of MBE firms listed in a Contractor's MBE Project Plan must be accomplished prior to submittal of the Contractor's plan. Subcontractors listed in the MBE Project Plan are subject to the Subcontractor terms and requirements listed in the bid specifications and project contract.</p>			

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

INTENT

The School Board of Sarasota County, Florida intends to purchase plumbing materials and services delivered and installed in accordance with the Uniform Plumbing Code, NFPA, National Fire Protection Association codes and standards, local and state regulations, and OSHA, Occupational Safety Hazards Act for plumbing work as requested by the Construction Services Department or Facilities Services Department.

DEFINITION

In this document "Contractor" refers to the successful bidder and "School Board of Sarasota County" or "SBSC", refers to the owner.

A "Journeyman" has five (5) years experience performing plumbing services.

A "Helper" must be accompanied by a Journeyman at all times, but does not have to meet a minimum for years of experience.

ABBREVIATIONS

1. OSHA: Occupational Safety Hazards Act
2. NFPA: National Fire Protection Association

TERM OF CONTRACT

This bid is for a one-year period beginning from date of SBSC approval. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions.

TERMINATION OF AGREEMENT

This agreement may be terminated by the SBSC by giving written notice to the other party thirty (30) days in advance of intention to cancel. The SBSC reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly, or if the problem is not satisfactorily resolved within three (3) days of notification. The SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

SECURITY

Effective September 1, 2005, the Florida Legislature amended FS 1012.465 with House Bill 1877, known as the Jessica Lunsford Act. This bill places a priority on security and safe schools for students and staff. The SBSC has developed procedures for background checks in compliance with this bill. The Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will be responsible to comply with these procedures. There is a fingerprinting fee associated with these procedures. Updated information can be found on the SBSC website, www.sarasotacountyschools.net/departments/schoolpolice. Contractors will not be allowed on SBSC property until receiving clearance and badges by the SBSC Safety and Security Department.

IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited. **The Contractor, Subcontractors, and all employees of same must check in and out at the main office before starting work during normal school hours.** Before or after normal school hours, contact the on-site custodial staff.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

DISCIPLINE

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

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

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

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

No radios are allowed on the job site.

CONTRACTOR EXPERIENCE/COMMERCIAL REFERENCES

The Contractor is an independent contractor pursuant to Florida law. The Contractor must be licensed as indicated on page 15 - Licenses. Plumbing maintenance, installation, and repair services must be the primary service of the bidding company, owned and operated by the bidder for the past five (5) years. Five (5) years plumbing business history must be verifiable by the SBSC.

The bidder must have performed verifiable work for plumbing repair services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope with *current* contact information, i.e., name, address, phone number, and email address are required. **The bidder agrees to provide references from customers other than the School Board of Sarasota County.** Three (3) commercial references of comparable scope are required (use form provided).

A Journeyman plumber is required to have five (5) years of experience in the plumbing field. A Journeyman must have a current plumbing license and must present card if requested by the SBSC. A Journeyman plumber must be on site at each job at all times.

Technicians assigned to jobs shall be experienced in all facets of plumbing repairs and installation. **Use the Technician Form attached.**

SPECIFIC INSTRUCTIONS TO BIDDERS

1. Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expediently complete the work as directed.
2. All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing.
3. A licensed Journeyman Plumber Technician must be on each job at all times. **Proof of licensing must be provided with bid submittal.**
4. Only lead free solder shall be used on potable water lines made of copper. On sanitary waste lines, other types of solder may be used.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

BID BOND REQUIRED

Each bid shall be accompanied by a bid security in the form of a bid bond in an amount no less than five percent (5% - \$10,000) of the potential value of the bid (\$200,000 –potential value).

The Contractor shall also submit payment and performance bonds on a per basis if requested.

HOURS OF SERVICE

Designated standard work hours shall include and be in addition to regular school hours.

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

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization from the representative of the Facilities Services Department. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SBSC.

DISPATCH OF WORK

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

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

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

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

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

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

EXECUTION OF WORK

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

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

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

As the Contractor will be performing work at locations that will affect a great number of people, communication on the disposition of work orders is critical to the Facilities Services Department.

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

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

The Contractor assumes full responsibility for completion of the services stipulated for plumbing services – time and materials.

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

SCOPE OF WORK

The Contractor shall furnish all labor, supervision, equipment, travel, fuel, tools, and materials as necessary to perform interior and exterior plumbing installation and repair **on a project by project basis for the SBSC pursuant to the unit prices set forth in this bid.** This includes, but is not necessarily limited to, connecting and disconnecting portable classrooms with running water and waste lines; installing sanitary sewer lift stations and/or including catch basins.

BUILDING INSPECTION

Contractors are required to visit each building and facility before submitting a 'Not to Exceed' price as indicated in Dispatch of Work on page 14, for the work to be completed, to inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and complete the contract in accordance with the true intent and meaning of the bid documents.

LICENSES

The Contractor shall be a licensed plumbing firm as required by the State of Florida and as required to do work in the City and in the County of Sarasota. The bidder must submit a copy of any and all licenses and certifications. **These documents must be submitted with the bid submittal.**

PARTS AND MATERIALS

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

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

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

Note: All invoices shall be billed on a cost plus basis.

USE OF SUBCONTRACTORS

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of plumbing services. Subcontracted services for repairs, installations, and emergency services for plumbing services are to be billed at net cost. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed.** The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

Note: All invoices shall be billed on a cost plus basis.

SPECIAL EQUIPMENT

All equipment to be utilized shall conform to standards of the trade and be acceptable by the SBSC.

On some jobs, the use of **special** equipment may be required. This equipment is in addition to any equipment used in the regular course of plumbing work. The following applies to the use of this special equipment.

Contractor Owned Equipment: **The cost of Contractor owned special equipment will be allowed, the bid price shall include the cost of the equipment operator.** Indicate on the bid form the type of special equipment owned and the hourly and daily rates for use of this equipment. Written approval from the Facilities Services or Construction Services representative is required prior to the use of this equipment. Additional equipment that may be purchased by the Contractor after the award of bid may be added to the scope of Contractor owned equipment. **These hourly and daily rates for this added equipment will be negotiated with the authorized representative of the SBSC prior to use of special equipment and priced as for similar sized equipment. Minimum required special equipment shall include a smoke machine for leak test and camera system for video of pipes.**

The Contractor's invoices will clearly show the description of special Contractor owned equipment used, number of hours or days of active use, and itemized cost.

Example: A drain line cleaning machine will not be approved for a charge for the use of this equipment. It should be regular equipment.

RENTAL EQUIPMENT

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed.** Rental is for active use. Payment for inactive use will not be allowed. **Written approval from the Facilities Services representative is required prior to the use of this equipment.** The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

Note: All invoices shall be billed on a cost plus basis.

INSPECTION

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

SUBSTITUTES

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

WARRANTY

All work and materials shall be warranted for a period of one (1) year. Any additional warranty by the manufacturer will be forwarded to the SBSC.

Note: Warranty work cost will be paid by the plumbing contracting firm.

RESPONSIBILITY OF THE CONTRACTOR

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

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

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

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

Note: OSHA, Occupational Safety Hazards Act rules and regulations shall be carried out at all times by the Contractor.

LIABILITY OF CONTRACTOR

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

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SBSC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

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

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

SUPERVISION AND INSPECTION

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

INVOICES

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

PAYMENT

Payment will be tendered only for services or the portion of services completed, providing the services performed are satisfactory to the SBSC. No later than thirty (30) days after receipt and approval of invoice, the SBSC shall remit payment to the Contractor. Payments will not be authorized for installations that are sub-standard.

PRICING

NOTE: If any other public agency wishes to purchase products and/or services utilizing this bid and negotiates a lesser price than those indicated on this bid, the lower price, including any rebates, additional services, etc., shall be extended to the SBSC. Failure to report a lesser price may disqualify the bidder.

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

Information regarding the ability of the SBSC to secure goods and services on a "first priority" basis before, during, or after an emergency/hurricane or disaster situation is attached. Please execute form provided.

INSURANCE

Prior to commencing work, the Contractor/Subcontractor shall acquire and maintain insurance as outlined on page 10 INSURANCE REQUIREMENTS. Insurance certificates regarding liability coverages, as required by the contract documents, shall name the School Board of Sarasota County as additional insured. Failure to provide valid insurance documentation may result in removal from the vendor list and/or removal of Contractor from the bid.

ANTICIPATED ANNUAL CONTRACT

Anticipated annual contract sum is approximately \$200,000.00. This sum is merely a guide to determine pricing.

GUARANTEED QUANTITIES

No guarantee is given or implied as to the total quantity or dollar value of this bid. The SBSC is not obligated to place any order with any Contractor participating in this bid.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID SPECIFICATIONS

BID AWARD

This bid will be awarded to the lowest responsible and responsive bidder(s). A scenario will be used in the evaluation of this bid. This scenario will be in a sealed envelope held at the Materials Management Department, to be opened at the time and place of the bid opening.

Multiple vendor awards may be recommended. The SBSC shall have the right and authority to reassign work to the next vendor(s) for the following reasons:

- The lowest bidder cannot comply with specifications;
- In cases of emergency;
- It is the best interest of the SBSC to do so regardless of the reason.

In all cases the SBSC shall be the sole judge of what is considered equal.

EXEMPT FROM THIS BID

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

**Questions related to this bid should be directed to Joyce E. Haney, Senior Buyer, via
e-mail at Joyce.Haney@sarasotacountyschools.net or fax at 941-486-2188.**

Bid Submittals

Executed Certification Form
Experience/Commercial Reference Form
Service Technician Form
Bid Bond
Copy of License(s)
Completed Bid Form
Executed Conditions for Emergency/Hurricane or Disaster Form

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038

COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of five years) the existing bidding company owned or operated by bidder has been in business providing plumbing services operating as the same legal entity prior to submitting bid:

Number of months/years: _____

All bidders must have performed verifiable work providing plumbing services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required (preferably restaurant, school, hospital, or institute). The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

2. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

3. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
SERVICE TECHNICIAN FORM

Names of Service Technicians		Total Number of Years of Plumbing Experience	(check the box that applies)	
			Journeyman	Helper
1.			<input type="checkbox"/>	<input type="checkbox"/>
2.			<input type="checkbox"/>	<input type="checkbox"/>
3.			<input type="checkbox"/>	<input type="checkbox"/>
4.			<input type="checkbox"/>	<input type="checkbox"/>
5.			<input type="checkbox"/>	<input type="checkbox"/>
6.			<input type="checkbox"/>	<input type="checkbox"/>
7.			<input type="checkbox"/>	<input type="checkbox"/>
8.			<input type="checkbox"/>	<input type="checkbox"/>
9.			<input type="checkbox"/>	<input type="checkbox"/>
10.			<input type="checkbox"/>	<input type="checkbox"/>

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID FORM

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:

1.	Journeyman standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	\$	
2.	Journeyman, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	\$	
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	\$	
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. or after 5:00 p.m. and Saturday and Sunday); hourly rate, including overhead and profit.	\$	
5.	Percentage Mark-up of materials cost. A MAXIMUM OF 10% MARK-UP of cost of materials will be allowed. No mark-up of sales tax allowed. Indicate this percentage in the space to the right. Supplier's invoice will be required at time of billing in order to verify mark-up.	<u>Maximum 10% mark-up</u>	
6.	Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of plumbing services. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. No mark-up of sales tax allowed. Indicate this percentage in the space to the right. A copy of rental invoices will be required to verify mark-up. Rental is for active use of equipment. Payment for inactive use will not be allowed.	<u>Maximum 10% mark-up</u>	
7.	Use of Contractor owned special equipment. To be used only with prior written approval from the authorized representative of the Construction Services or Facilities Services Departments. This is equipment that is used on occasion, not in the regular course of plumbing work. List type of special equipment and rates. Rate is for active use of equipment. Payment for inactive use will not be allowed.	Hourly Rate	Daily Rate

Minimum Required Contractor Owned Equipment to include operator in bid price:

8.	Smoke Test Equipment	\$	\$
9.	Camera System to video pipes for leaks	\$	\$

Other Special Contractor Owned Equipment not used in the normal course of plumbing work, to include operator in bid price:

10.	Vacuum Truck or a Vacuum Trailer (circle one)	\$	\$
11.		\$	\$
12.		\$	\$
13.		\$	\$
14.		\$	\$
15.		\$	\$

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038
BID FORM

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:

16.	<p>Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior written approval from the authorized representative of the Construction Services or Facilities Services Departments. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed. No mark-up of sales tax allowed. Indicate this percentage in the space to the right. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SBSC for subcontracted services.</p>	<hr style="width: 20%; margin: auto;"/> Maximum 10% mark-up
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A copy of the itemized materials invoice must be included with all billings to the SBSC.

Bid Submittal Checklist:

<input type="checkbox"/>	Executed Certification Form
<input type="checkbox"/>	Experience/Commercial Reference Form
<input type="checkbox"/>	Completed Service Technician Form
<input type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Copy of License(s)
<input type="checkbox"/>	Executed Conditions for Emergency/Hurricane or Diaster Form
<input type="checkbox"/>	Completed Bid Form

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
PLUMBING SERVICES - TIME AND MATERIALS - BID #16-0038

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

_____ I hereby understand and agree to the above statement.

Signature

Print Name

Title

Name of Bidding Company

Emergency Contact: _____

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

Office: _____ Fax: _____

_____ I cannot comply with this request.

Signature

Print Name

Title

Name of Bidding Company

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
LIST OF LOCATIONS

School Name	Address
Alta Vista Elementary	1050 South Euclid Avenue, Sarasota 34237
Ashton Elementary	5110 Ashton Road, Sarasota 34233
Atwater Elementary	4701 Huntsville Avenue, North Port 34288
Bay Haven Elementary	2901 West Tamiami Circle, Sarasota 34234
Booker High	3201 North Orange Avenue, Sarasota 34234
Booker Middle	2250 Myrtle Street, Sarasota 34234
Brentwood Elementary	2500 Vinson Avenue, Sarasota 34232
Brookside Middle	3636 South Shade Avenue, Sarasota 34239
Central Administration (Landings)	1950 Landings Boulevard, Sarasota 34231
Central Administration (Landings)	1960 Landings Boulevard, Sarasota 34231
Central Administration (Landings)	1970 Landings Boulevard, Sarasota 34231
Central Administration (Landings)	1980 Landings Boulevard, Sarasota 34231
Construction Services/Facility Services	7895/7889 Fruitville Road, Sarasota 34240
Cranberry Elementary	2775 Shalimar Terrace, North Port 34286
Education Services/Material Management	101 Old Venice Road, Osprey 34229
Emma E. Booker Elementary	2350 Dr Martin Luther King Jr Way, Sarasota 34234
Englewood Elementary	150 North McCall Road, Englewood 34223
Fruitville Elementary	601 Honore Avenue, Sarasota 34232
Garden Elementary	700 Center Road, Venice 34285
Glenallen Elementary	7050 Glenallen Boulevard, North Port 34287
Gocio Elementary	3450 Gocio Road, Sarasota 34235
Gulf Gate Elementary	6500 South Lockwood Ridge, Sarasota 34231
Heron Creek Middle	6501 West Price Boulevard, North Port 34291
Lakeview Elementary	7299 Proctor Road, Sarasota 34241
Lamarque Elementary	3415 Lamarque Avenue, North Port 34286
Laurel Nokomis Elementary/Middle	1900 East Laurel Road, Nokomis 34275
McIntosh Middle	701 South McIntosh Road, Sarasota 34232
North Port High	6400 West Price Boulevard, North Port 34291
Oak Park - Pre-K through 12	7285 Proctor Road, Sarasota 34241

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
LIST OF LOCATIONS

School Name	Address
Phillippi Shores Elementary	4747 South Tamiami Trail, Sarasota 34231
Pine View Elementary/Middle/High	1 Python Path, Osprey 34229
Riverview High	1 Ram Way, Sarasota 34231
Sarasota High	1000 South School Avenue, Sarasota 34237
Sarasota Middle	4826 Ashton Road, Sarasota 34233
Sarasota Regional Data Center	5875 Bahia Vista, Suite 100, Sarasota 34232
Security Communications Center	351 Old Venice Road, Osprey 34229
Southside Elementary	1901 Webber Street, Sarasota 34239
Suncoast Polytechnical High	4650 Beneva Road, Sarasota 34233
Suncoast Technical College - Fire Science	794 Circus Boulevard, Sarasota 34232
Suncoast Technical College (North)	4748 Beneva Road, Sarasota 34233
Tatum Ridge Elementary	4100 Tatum Road, Sarasota 34240
Taylor Ranch Elementary	2500 Taylor Ranch Trail, Venice 34293
Telecommunications	351 Old Venice Road, Osprey 34229
Toledo Blade Elementary	1201 Geranium Avenue, North Port 34288
Transportation	301 Old Venice Road, Osprey 34229
Transportation - South County Garage	2080 Citizens Parkway, North Port 34288
Triad (North)	4430 Beneva Road, Sarasota 34233
Triad (South)	1130 Indian Hills Boulevard, Venice 34293
Tuttle Elementary	2863 8th Street, Sarasota 34237
Venice Elementary	150 East Miami Avenue, Venice 34285
Venice High	1 Indian Avenue, Venice 34285
Venice Middle	1900 Center Road, Venice 34292
Wilkinson Elementary	3400 Wilkinson Road, Sarasota 34231
Woodland Middle	2700 Panacea Boulevard, North Port 34289