

#### **INVITATION TO BID**

Leon County School Board Purchasing Department Release Date: October 7, 2019

ITB No.: 5590-2020

ITB Title: Relocation of Furniture, Fixtures and

**Equipment District Wide** 

Contact: Nancy Scott / scottn@leonschools.net

Phone: 850-488-1206

The Leon County School Board ("School Board") solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. This sealed bid must be submitted to The Leon County School Board, Purchasing Department, 3397 W. Tharpe St, Tallahassee, Florida 32303, no later than **2:00 P.M.** local time on **November 8, 2019** and plainly marked ITB No. **5590-2020**. Bids are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST - For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the bid. Failure to provide all requested documents may result in your proposal being declared non-responsive. Request for Taxpayer ID Number & Certification (Exhibit C) ITB - Bidder Acknowledgement Form Dispute Contact - pg. 6, item 23 Customer Reference (Exhibit D) License Requirements A copy of this registration is required to be submitted with your Bid – pg. 12, item G, 1 Vendor Questionnaire (Exhibit E) Bid Proposal Form - pg. 18 - 19 Submit two (2) hard copies, (1 original & 1 copy) of this proposal form Certification Regarding Debarment (Exhibit G) Conflict of Interest Certificate (Exhibit A) Sworn Statement / Jessica Lunsford Act (Exhibit H) Application for Vendor Status (Exhibit B) Affidavit For Claiming Local Purchasing Preference (Exhibit I) THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER. Authorized Representative's Name/Title Authorized Representative's Signature Date Company's Name Telephone Number **FAX Number** Address City State Zip Code Telephone Number **FAX Number** Area Representative Federal Employer's Identification Number (FEIN) Email Signature of Authorized Officer/Agent: Typed or Printed Name (Bid must be signed by an officer or employee having authority to legally bind the bidder) I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, FS. By signing and submitting this proposal, I certify that I am authorized to sign this bid for this vendor and further certify unconditional acceptance of the contents of this ITB, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto. NO RESPONSE - I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW  $\square$  Insufficient time to respond to the ITB  $\square$  Could not meet insurance requirements ☐ Remove our name from this bid list only ☐ Keep our company on bid list for future bids ☐ Could not meet specifications ☐ Product schedule would not permit us to perform

☐ Other

 $\square$  We do not offer the product or service requested.

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#### **BID IDENTIFICATION LABEL**

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The School Board Purchasing office is open from 8:00 a.m. - 5:00 p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

Seale	ed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN
Bid Title: Bid No.: Bids Due:	Relocation of Furniture, Fixt 5590-2020 November 5, 2019 @ 2:00 P	ures and Equipment District Wide
From: _		
Address: _		
Deliver To:	Leon County Schools Purchasing Department 3397 West Tharpe Stree Tallahassee, Florida 323	
Seale	ed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN

#### I. GENERAL TERMS AND CONDITIONS

- **1. INTRODUCTION.** The purpose and intent of this Invitation to Bid is to identify qualified vendors and secure firm pricing for the relocation of furniture, fixtures and equipment on an as needed basis from multiple sites of the Leon County School District (the District)
- **2. SCHOOL BOARD CONTACT:** All questions for additional information regarding this ITB must be directed to the designated Purchasing Agent noted on the title page.

All contact and requests for clarifications should be submitted via e-mail to: <a href="mailto:scottn@leonschools.net">scottn@leonschools.net</a> no later than October 16, 2019. Responses will be distributed no later than October 17, 2019.

Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.

- **3. DEFINITIONS:** The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "School Board" refers to the School Board of Leon County, Florida.
- 4. BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. ITB package and addenda as well as general information can be found at <a href="https://www.leonschools.net/Page/4411">www.leonschools.net/Page/4411</a>.

Before submitting their Bid, each bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. 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 ITB.

**5. AWARD:** In the event of contract award, this contract shall be awarded to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price, product quality, and other requirements as set forth in this ITB. Due to the potential for the existence of multiple overlapping relocation projects at any given time, it is in the best interest of the District to award this contract to up to three (3) vendors, based on the most responsive/responsible bids meeting all specifications, certifications and requirements of this contract and taking into consideration the unit rates as submitted. Any or all award(s) made as a result of this ITB shall conform to applicable School Board Rules, State Board Rules and State of Florida Statutes.

Once bids are evaluated the Purchasing Department will post a Notice of Intent to Award by electronic posting at

www.leonschools.net/Page/4411 on or about November 12, 2019 for a period of 72 hours or three business days, whichever is later. 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.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **November 19, 2019** meeting.

6. ORIGINAL AND RENEWAL TERM: The term of this contract will be for two (2) years and will begin after School Board approval, on or about November 20, 2019 through June 30, 2021. All prices shall be firm for the term of the contract. The successful vendor agrees to this condition by signing its bid.

The award resulting from this ITB (or any portion thereof) has the option of being renewed for three (3) additional years through June 30, 2024, or extended for a period up to 180 days beyond the current term, including

the final term, upon mutual agreement of both parties, under the same terms and conditions as the original award. The School Board, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The School Board. The Bidder agrees to these conditions by signing its proposal.

- **7. RESERVATION FOR REJECTION OR AWARD:** The School Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the School Board.
- **8. CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the School Board, 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 ITB. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
- **9. FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this ITB. Such offer shall be held open for a period of sixty (60) days from ITB opening date or until one of the bids has been awarded by the School Board.
- **10. CONFIDENTIALITY:** Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
- 11. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain

## 12. AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT

To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:

- **A.** Keep and maintain public records required by LCSB to perform the service
- **B.** Upon request from LCSB's custodian of public records, provide LCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

- contract term and following completion of the Agreement if Contractor does not transfer the records to LCSB.
- D. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB's custodian of public records, in a format that is compatible with the information technology systems of LCSB.
- **E.** The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to LCSB.

#### **PUBLIC RECORDS NOTICE**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT

JERNIGANJ@LEONSCHOOLS.NET,

(850)487-7177, 520 SOUTH APPLEYARD DRIVE, TALLAHASSEE, FLORIDA 32304.

- 13. USE OF OTHER CONTRACTS: The School Board reserve 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, any 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 School Board 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.
- **14. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this ITB 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.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

- The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- **15. BID PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this ITB.
- **16. BID BONDS AND PERFORMANCE BONDS:** Bid bonds, **when required** shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidders. After Acceptance of a bid, the School Board will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 17. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement Form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder.
- 18. CLARIFICATIONS AND INTERPRETATIONS: The School Board reserves the right to allow for clarification of questionable entries, and for the bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the ITB Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at http://www.leonschools.net/Domain/195. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- 19. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1.) administrative costs incurred by the School Board in association with the discharge of any subsequent award; (2.) alternative payment terms; (3.) Bidder's past performance. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School Board has sole discretion in determining testing and evaluation methods.
- **20. DEFAULT:** In the event that the awarded bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

## 21. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:

A. WITH CAUSE: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate

cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

- B. WITHOUT CAUSE: The School Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.
- C. FUNDING OUT: Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. 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 Invitation to Bid and must be agreed to by all bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

- That the lack of appropriated funds is the reason for termination, and
- School Board agrees not to replace the equipment or services being terminated with equipment and services 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 Leon County, Florida of all further obligations in any way related to such equipment covered herein".

- **22. TIE BID:** According to FS 287.087, tie bid preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450, SBE certified as specified in School Board Policy 6325. If both Bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing will flip a coin to break the tie. Bidder's company name closest to the letter "A" will always be assigned heads in the coin toss.
- **23. DISPUTE:** In case of any doubt or 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. In the event a dispute occurs, or a clarification of contract terms becomes necessary, *please indicate your company representative for arbitration proceedings*.

Representative's Name:	
Telephone Number:	

Our School Board Representatives will be:

Mrs. Opal McKinney-Williams Ausley & McMullen (850) 224-9115 24. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed.

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 and School Board Policy 6326. Failure to follow any other requirements in the bid protest procedures established by the School Board of Leon County, Florida shall constitute a waiver of all protest rights.

25. PROTESTS TO CONTRACT AWARD: The School Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website at www.leonschools.net/Domain/195. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this ITB, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based."

Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

- 26. GOVERNING LAW AND VENUE: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida Tallahassee Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of nonjury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- **27. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by

applicable sections of CFR 34, Section 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies by signing the bid that the bidder and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the School Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.

**28. COMPLIANCE WITH SCHOOL CODE**: Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the School Board.

#### 29. NONDISCRIMINATION NOTIFICATION AND CONTACT

**INFORMATION:** "No person shall on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Dr. Kathleen L. Rodgers, Assistant Superintendent
Equity Coordinator (Students) and
Title IX Compliance Officer
Leon County School District
2757 West Pensacola Street
Tallahassee, Florida 32304
(850) 487-7306

rodgersk@leonschools.net

Deana McAllister, Labor and Relations Equity Coordinator (Employees) (850) 487-7207 mcallisterd@leonschools.net

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Karin Gerold, 504 Specialist (850) 487-7160 geroldk@leonschools.net

- **30. SBDO PROGRAM:** The School Board established the Small Business Development Office to support innovative race and gender neutral strategies to promote qualified small business participation as specified in School Board Policy 6325.
- **31. LOCAL PREFERENCE:** This ITB is subject to the local preference provisions as specified in School Board Policy 6450.
- **32. FLORIDA PREFERENCE:** This ITB is subject to §287.084 Florida Statutes, which requires, among other things, the following: "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any bidder, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.
- **33. CHARTER SCHOOLS:** Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be made by Charter Schools.

#### II. LICENSURE, INSURANCE AND LIABILITY

- **1. OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.
- **2. WORKER'S COMPENSATION:** Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.
- **3. LIABILITY:** Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a bid award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.
- 4. INSURANCE AND INDEMNIFICATION: This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless bidder is entitled to sovereign immunity by action of the Florida Legislature. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

- **5. RISK OF LOSS:** The bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the School Board, until such property has been delivered to the School Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.
- **6. PUBLIC ENTITY CRIMES:** Pursuant to Florida Statute 287.133 a Bidder, person, or affiliate who has been placed on the convicted Vendors 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 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 7. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- **8. AUDITS, RECORDS, AND RECORDS RETENTION:** The School Board or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the School Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the School Board and the Bidder.
- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the School Board under this contract.
- **B.** To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- **C.** Upon completion or termination of the contract and at the request of the School Board, the Contractor will cooperate with the School Board to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- **D.** To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the School Board.

- E. Persons duly authorized by the School Board and Federal auditors, pursuant to Title 45, Code of Federal Regulations, Part 92.36 (I) (10), and Title 34, Section 80.36(i), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- **F.** To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **III. GOODS AND SERVICES**

- **1. WARRANTY:** All goods and services furnished by the bidder, relating to and pursuant to this ITB will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.
- **2. PRICING:** All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Leon County, Florida to a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.**
- **3. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the bid item(s) if the following conditions occur:

- A. There is a verifiable price increase of the bid item(s) to the contract supplier.
- **B.** The contractor submits to the School Board, in writing, notification of price increases.
- C. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- D. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

- **4. QUANTITIES:** Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- **5. MOST FAVORED CUSTOMER STATUS**: The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of

the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

- **6. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- 7. PURCHASING CARDS: The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered.
- **8. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

#### **IV. BIDDER REQUIREMENTS**

- 1. REFERENCES: Each Bidder is required to submit a list of three (3) customer references using the format on the attached "Customer Reference Form" Exhibit D. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references may result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.
- **2. LEVEL 2 SCREENING REQUIREMENTS:** The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

#### Finger Printing and Background Check:

The bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board –Safety & Security

Department

2757 W. Pensacola St. Tallahassee, Florida 32304

When: Monday-Friday

8:00 a.m. - 5:00 p.m.

Point of Contact: Donald Kimbler @ 850-487-7293

LCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

- **3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES:** If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor I.D. badge. Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.
- **4. IDENTIFICATION:** All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.
- **5. CONTACT WITH STUDENTS:** No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.
- **6. WEAPONS AND FIREARMS:** The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the contract.
- **7. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
- **8. ATTIRE:** Proper attire shall be worn at all times.
  - **A.** Shirts shall be worn awhile on school property at all times. (No tank tops or undershirts will be permitted).
  - **B.** Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
  - C. Proper shoes to insure the individual's safety shall be worn at all times.
- **9. INSPECTIONS AND TESTING:** The School Board will have the right to inspect and test any of the goods or services covered by this ITB. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, goods will be held for disposal at the bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the bidder from full responsibility for furnishing goods or services conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be

submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

- 10. STOP WORK ORDER: The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- **A.** Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.
- **B.** The contractor's activities result in damage to School board property.
- C. The contractor's activities interfere with the normal operation of the facility.
- D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
- **E.** Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.
- **11. SAFETY:** The bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
- **A.** All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- **C.** The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- **E.** All debris shall be removed to an environmentally approved landfill or recycling center.
- 12. EMERGENCIES: In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor
- 13. DAMAGE TO SCHOOL BOARD OWNED PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a

detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.

- **14. SUBCONTRACTING:** The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.
  - **A.** The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.
  - B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of bid prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
  - C. Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
  - D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
  - E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to LCSB Policy 2.021 and the Jessica Lunsford Act.

#### 15. ON-CAMPUS DIRECTIVES

- A. Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- **B.** Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- **C.** All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- D. The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.
- **F.** Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

**16. BIDDER ACCESSIBLITY:** The successful bidder shall provide a liable and responsible representative to be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

**17. CONTACT PERSON:** The successful Bidder shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize changes to the scope of work.

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#### V. INSTRUCTION TO BIDDERS

- **A. INTENT:** The purpose of this bid is to establish a contract, for the relocation, assembly, installation, and set up, of new and existing office and school classroom furniture and specified fixtures and equipment; the discard of all shipping materials and the disposal of surplus furniture, fixtures and equipment to a location as specified, in accordance with these specifications. The District may or may not require temporary storage of furniture and equipment.
- B. SCOPE OF WORK: The scope of work may include, but is not limited to, the relocation of new and existing office and classroom furniture; computers and peripheral equipment; existing televisions and peripheral equipment; electronic equipment; relocation of books, records and supplies including the orderly packing of library/classroom books; relocation of records and supplies (classroom/office), including the packing of said records and supplies; relocation of surplus furniture, fixtures and equipment, books, records and supplies; orderly disassembly and re-assembly of furniture, fixtures, and equipment as necessary to complete the Relocation Project.
- **C. EQUIPMENT:** In conjunction with the relocation, the Contractor shall use proper equipment to ensure an efficient, cost controlled and expeditious move. This equipment shall include, but not be limited to, a sufficient number of:
  - 1. Closed moving vans/trailers
  - 2. Rubber-wheeled dollies
  - **3.** Bins and hampers
  - 4. Conveyers
  - 5. Shelf carts
  - 6. "A" frames
- **D. LABOR, MATERIALS, TOOLS AND EQUIPMENT:** Unless otherwise specified, the Contractor(s) shall furnish all transportation, labor, tools, material and equipment necessary for satisfactory contract performance. Such materials, tools, and equipment shall be of suitable type and grade for the purpose.

All materials, workmanship, and equipment shall be subject to the inspection and approval of the District Authorized Project Coordinator. The Contractor(s) shall furnish and provide during the Relocation Project, all labor, and necessary equipment such as dollies, hand trucks, pads, mats, tools, packing material and any other necessary materials, equipment or tools necessary to complete the Relocation Project on schedule.

Under no circumstance should the Contractor(s) borrow tools and equipment that are the property of the school/facility or the District.

- **E. IDENTIFICATION:** All vehicles must be clearly identified with the name of the Contractor.
- **F. EQUIPMENT QUALITY:** Interior of vans shall be cleaned prior to the commencement of the relocation. All vehicles must be equipped with logistic load securing systems and adequate clean padding in sufficient quantities to assure safe, damage-free transportation of the contents.

#### G. CONTRACTOR QUALIFICATIONS:

- 1. License Requirements: No person may engage in the intrastate moving of household goods, moving of goods from one location in Florida to another location in Florida ("mover"), or arrange or refer a shipper to a mover for compensation ("broker") unless he has first complied with the requirements of Chapter 507.03 F.S. and has obtained approval and registered with the Florida Department of Agriculture and Consumer Services. A copy of this registration is required to be submitted with your Bid.
- 2. Experience Requirements: Experience must include at least three (3) years performing relocation, assembly and/or installation of new and existing office/classroom projects, and moving of furniture, fixtures and equipment of projects of similar size and scope to the likely relocation projects of this ITB and provide evidence of completed projects.
- **3. Insurance Requirements:** The awarded contractor(s) will be required to submit proof of insurance as per the Indemnification and Insurance section of this ITB. (See page 30).
- 4. References: Each bidder is required to submit a list of three (3) references using the format on the attached "Customer Reference Form" Exhibit D. Reference(s) should provide verification that the bidder has successfully completed moves of a similar scale and complexity within the last two years. Failure to do so will result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.
- **H. CONTRACTOR REQUIREMENTS:** The Contractor(s) shall employ qualified individuals as Crew Chiefs and Movers. The Crew Chief shall represent the Contractor(s) and communications given to and accepted by the Crew Chief shall be binding

upon the Contractor(s). The Crew Chief shall satisfactorily supervise the entire project on behalf of the Contractor for the entire duration of the project. The Crew Chief shall serve as a team member with District Representative staff and shall be present at each and every move segment contracted for management of the move process. The Contractor's Crew Chief shall be the primary interface between the District Representative and the Contractor. The Contractor's Crew Chief will explain in detail all necessary packing and labeling procedures and provide all necessary materials. The Contractor's Crew Chief shall also individually discuss with department heads the logistics of their particular department move within the project.

- 1. The Contractor(s) shall provide in writing the name(s) and working telephone (cellular) number of qualified Crew Chief(s) to be utilized in Relocation Projects. The names and telephone (cellular number) must be current at all times during the duration of the Relocation Project.
- 2. The Crew Chief(s) is to be in attendance at all times at the project site during performance of the Relocation Project. If the Crew Chief fails to provide adequate supervision and guidance in the successful and timely completion of the work assigned, the District may request that a new Crew Chief be assigned.
- **3.** The Crew Chief(s) is responsible for the preparation and accurate completion of daily Relocation Project time sheets. At the conclusion of the work day, the Crew Chief(s) should submit the time sheets to the District Authorized Project Coordinator for approval and copies distributed accordingly.
- 4. The Contractor(s) should provide the supervision and transportation necessary for the Crew Chief(s) and the whole crew in the performance of the Relocation Project and of the physical property (office furniture and classroom furniture, fixtures and equipment, etc. "FF&E"), from and to the locations as may be designated by the District Authorized Project Coordinator.
- **5.** Packing of cartons may be performed by District personnel; however, the Contractor(s) may be asked to pack books, supplies, records and miscellaneous classroom/office items as may be necessary to expedite the Relocation Project
- I. PRICES: Prices shall be firm and fixed during the initial term of the contract. At the end of the initial term and as part of any contract renewals thereafter, the District may consider an increase or decrease to prices based upon the Consumer Price Index and/or the Employment Cost Index, as published by the U.S. Bureau of Labor and Statistics. Calculations will be based on the index for the latest month available at the time of the renewal.
- J. HOURLY RATE: The hourly rate quoted by the Contractor(s) shall include full compensation for labor, transportation, equipment use, packing materials, tools, travel time (to/from school/facility), and any other cost associated with the Relocation Project. The Hourly rate shall be straight time for all labor, except as otherwise noted. The hourly rate quoted on each Relocation Project may be lower than the hourly rate awarded, but may not exceed the hourly rate awarded as part of this ITB.
- K. OVERTIME: The District shall allow overtime payment at a maximum rate not to exceed one and one half (1 ½) times the awarded hourly rate quoted by the Contractor(s) in its Bid. The overtime allowance shall only be provided in those circumstances where expressly agreed upon by the District Authorized Project Coordinator and only prior to the commencement of the overtime work. Furthermore, overtime work shall not be allowed during the normal workday. If overtime is required due to the late arrival of the Contractor(s) crew to the Relocation Project site, no overtime shall be allowed to complete the Relocation Project on schedule.
- L. ACCESSORY ITEM CHARGE: The Contractor(s) shall provide all accessory items (boxes, rolls of packing tape, labels, etc.) for packing supplies, books, etc. on an as needed, when needed, basis as each specific Relocation Project warrants. The District will designate on the Request for Quote if any accessory items will be required for the relocation project. Accordingly, the Contractor(s) shall indicate the cost of the accessories and materials on its quote form as provided.
- M. BILLING REQUIREMENTS: The Contractor(s) shall submit to the District Authorized Project Coordinator, all invoices in duplicate, including the Purchase Order numbers and time sheets, for payment within ten (10) working days of completion of the Relocation Project. Invoices rejected due to incomplete or inaccurate information are required to be resubmitted within thirty (30) days of notification.

Invoices for purchases of boxes/tapes/labels must be accompanied by a delivery receipt signed by a staff member of the school/facility where the delivery was made. Invoices for reimbursement of additional expenses not covered under the Purchase Order, must be submitted with a copy of the receipt for costs incurred.

The District reserves the right to withhold payment on invoices in whole or in part, to the extent reasonably necessary due to defective work not remedied by the Contractor(s) to include, but not limited to property damage incurred during the Relocation Project, failure to submit required documentation, or persistent failure to carry out the Relocation Project in accordance with the Relocation Project requirements.

Billing for hourly projects are to be accomplished in accordance with the crew size specified on the Purchase Order. In the event that the entire crew is not available and present, then the crew size for billing purposes must be adjusted to conform to the specified line item of the Purchase Order utilizing the following format.

- **1.** Total actual crew hours worked by all crew members divided by the size of the crew assigned in the Purchase Order.
- **2.** Crew hours shall be adjusted to the nearest whole number.
- N. SITE INSPECTION: All bidders are encouraged to make site inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. A District representative is available to answer questions regarding normal workload, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.
- O. <u>NOTIFICATION AND ASSIGNMENT OF RELOCATION PROJECTS</u>: Upon award by the Board, the Contractor(s) shall be considered pre-qualified to participate in Relocation Projects that are identified by the District on an as needed basis. The notification process will be accomplished as follows:
  - 1. The Contractor(s) shall receive a quotation package or notification card from the Facilities Department via mail, facsimile and/or e-mail whenever a Relocation Project is required. This package will include a quote form and scope of work document detailing the requirements of the project. The quote form must be returned by the date and time indicated, in a sealed envelope, in order for the quote to be considered. The quotes should be returned to the District Authorized Project Coordinator with a copy sent to the Purchasing Department. The prices submitted in the quote may be lower prices than awarded, but may not exceed the rates and prices awarded as part of this ITB.
  - 2. The District Authorized Project Coordinator shall notify the Contractor(s) in writing, via facsimile, whenever additional services projects, emergency projects or additional relocation projects are required. Quotes for additional services, emergency projects or additional relocation projects will be submitted to the District Authorized Project Coordinator with a copy to the Purchasing Department
  - **3.** The Contractor(s) will be invited to submit a written LUMP SUM (flat rate) or Hourly Rate project price quote based on the labor rate, time required to complete the project, personnel requirement, etc., including accessory items.
  - **4.** Responses to all proposals and quotes submitted by the successful Contractor(s) shall be clear and legible and must be submitted within the prescribed time frames.
  - **5.** Failure to submit quotes clearly and legibly and within the specified time frames, could result in the awarded Contractor not being recommended for assignment of the Relocation Project.
  - **6.** Contractor(s) desiring to visit a site for the purpose of familiarizing themselves with the Relocation Project must first contact the District Authorized Project Coordinator to arrange the site visit. Under no circumstance is the Contractor(s) allowed to visit a site unannounced.
  - 7. All quotes should be based on the particular Relocation Project for the school and/or facility.
  - 8. The District reserves the right to assign each Relocation Project to the lowest Contractor based on the written price quote or to reject all quotes and obtain the services from another source.
  - 9. Purchase Orders will be issued for each individual Relocation Project based on the quote as provided by the Contractor and is to include all hourly labor rates, personnel requirements, transportation, equipment, etc., including any accessory items as may be deemed necessary and required by the District Authorized Project Coordinator for a timely completion of the Relocation Project. The District may reimburse the Contractor(s) for any reasonable and documented expenses over bid price for any action or inaction on the part of the District based on the quoted rate. Any and all additional expenses shall be documented in writing and have the District Authorized Project Coordinator's written approval prior to the work being performed.
  - **10.** On Relocation Projects where the hourly labor rate is being applied, the starting time for the project is the time of arrival at the school and/or facility of the entire and/or majority of the crew assigned.
  - 11. The crew should take lunch from 12 Noon to 1:00 p.m. NO LUNCHES are to be utilized only in an emergency and they are not to be used to release the crew early from the Relocation Project.
  - 12. Whenever possible, the District will give a minimum lead time of ninety-six (96) calendar hours to the Contractor(s) prior to the desired starting date for any specific assignment. Notification of emergency relocation projects will be given with the longest possible lead-time.
  - 13. If the District cancels the scheduled and confirmed Relocation Project to which the Contractor(s) has already received a Purchase Order and fails to provide the Contractor(s) with ninety-six (96) calendar hours' notice prior to commencement date of project, the Contractor(s) may assess the District a charge equivalent, but not in excess of, four (4) hours at the hourly rate of the crew size required for the cancelled Relocation Project.
  - **R. PRE-MOVE PROCEDURES:** Adequate instructions for the packing and labeling shall be provided by the Contractor to District Staff to assure an economical move and the protection of the assets of the District. Most items to be moved will

be packaged, labeled, and identified by the District Represe3ntative with assistance from the Contractor. The Contractor may be asked to pack specific items which will be covered by the Contractor's 100% replacement insurance.

- S. FILES AND LIBRARIES: The Contractor may be required to provide adequate staff and material to assist the District Representative's Staff in the proper packing and unpacking of libraries and large file rooms. The exact requirements for this service shall be established by the District Representative during the walk through associated with each anticipated move. The Contractor's Crew Chief shall present a plan for providing this service prior to the move.
- T. SPECIAL HANDLING REQUIREMENTS: Special handling requirements shall be noted by tag prepared by the District Representative and conspicuously placed on the individual article requiring special handling. In addition to the special services noted, the District Representative shall notify the Contractor of special handling requirements during the premove walk through. Special care and attention shall be given by the Contractor in moving various electronic equipment and office machinery, including but not limited to, computer monitors, printers, copiers, and CPU's, etc.
- U. TRAFFIC CONTROL: The Contractor shall be responsible for placement of appropriate pedestrian warning signs and approved physical barriers for each loading and unloading area. Contractor shall coordinate with the District Representative to provide pedestrian and traffic control and to secure all necessary permits. The Contractor will not be permitted to block handicapped parking spaces at any time.
- **V. ESTIMATED QUANTITIES:** No guarantee is expressed or implied, as to the amount of projects that will be awarded during the contract period. The District is not obligated to utilize these services, subsequent to the award of this bid.
- W. MODIFICATIONS OF WORK: The District Representative reserves the right to make changes in the services and work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the District's notification of a contemplated change, the Contractor shall (1) if requested by the District, provide an estimate for the increase or decrease in cost due to the contemplated change and (2) advise the District in writing if the contemplated change shall affect the Contractor's ability to meet the performance requirements. If the District so instructs, the Contractor shall suspend work on the portion of the work affected by a contemplated change.
- X. CONTRACTOR PERFORMANCE: The Contractor(s) shall comply with the requirements of the Relocation Project. Failure to comply with the performance terms of this contract will result in the Contractor(s) not being recommended for the assignment of future Relocation Projects and will be subject to default proceedings in accordance with item Y, page 6, under "General Terms and Conditions" of this ITB.

#### Y. PROTECTION OF FLOORS, WALLS, DOORS, EQUIPMENT AND FURNITURE:

- 1. The Contractor(s) shall conform to all applicable OSHA, state and local regulations while performing work under this Agreement, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school or facility and the general public in and around the work area.
- 2. The Contractor(s) shall keep the premises and surrounding areas free from accumulation of waste material or rubbish caused by operations under the Relocation Project and shall maintain the premises in a clean, safe manner.
- **3.** Except as otherwise provided, the Contractor(s) shall leave the site clean upon completion of the work. If the Contractor(s) fails to clean up as provided in this ITB, the District may choose to do so and the cost thereof may be deducted from payment due or to become due.
- **4.** All removed salvage surplus items and packing materials, which the District advises the Contractor(s) are not wanted, are the property of the Contractor(s) and shall be removed from site prior to the completion of the Relocation Project and properly disposed of.
- **5.** The Contractor(s) shall remove all tools, equipment and rigging from the premises immediately upon completion of any Relocation Project.
- **6.** During the course of the Relocation Project the Contractor(s) shall be responsible for picking up all the trash, debris and shipping containers (plastics, cartons, wood and/or metal) and removing from site.
- 7. The cost of disposing of trash, debris and shipping materials for LUMP SUM projects is to be included in the cost of the Relocation Project and is to be completed within the specified time frames for the Relocation Project.
- **8.** The cost of disposing of trash, debris and shipping materials for HOURLY PROJECTS is to be included in the cost of the Relocation Project and is to be completed within the hours specified in the Relocation Project.
- **9.** The Contractor(s) shall be responsible for preventing damage to floors, walls, doors, equipment and furniture and for repairing any and all damages to the District's property incurred by the Contractor(s).
- **10.** Wheels of hand trucks, dollies and other relocation equipment shall be rubber covered. Furniture and equipment being relocated shall be protected with furniture covers. The Contractor(s) shall be held responsible for damage to the physical plant, office equipment or furniture during Relocation Projects, consequently repairing or replacing damaged furniture and equipment to the satisfaction of the District.

- **11.** It is the responsibility of the Contractor(s) to keep the site free from trash, debris, excess material, tools and free of hazardous conditions at all times.
- 12. Dumpsters may be used only with prior written permission from the District Authorized Project Coordinator.
- **13.** The District is not responsible for loss of tools, equipment or supplies.
- 14. Contractor(s) shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
- 15. Contractor(s) shall not impede nor interfere with the normal function of the facility, its occupants or programs.
- 2. SAFETY/QUALITY CONTROL: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning OSHA and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.
  - 1. The Contractor(s) shall be responsible for and have control over relocation means, methods, techniques, sequences and procedures and for coordinating all portions of the Relocation Project unless the District Authorized Project Coordinator gives other specific instructions concerning these matters.
  - **2.** Upon completion of work, rooms should be set in accordance with architectural drawings for the project and in the absence of these, based on the instructions of the District Authorized Project Coordinator.
  - **3.** Contractor(s) shall be responsible for inspection of portions of the Relocation Project performed under the Contract to determine that such portions are in proper condition to receive subsequent work.
  - **4.** Contractor(s) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Relocation Project. Contractor(s) shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to all employees on the Relocation Project.
  - **5.** Prior to completion of the Relocation Project, the Crew Chief shall inspect all items assembled for proper assembly and/or installation, safety and for evidence of damage.
  - 6. Damaged furniture, fixtures and equipment shall be tagged and taken to a designated area as determined by the District Authorized Project Coordinator.

All questions pertaining to these general specifications should be submitted in writing to:

Nancy Scott, Purchasing Agent II
3397 W. Tharpe St., Tallahassee, Florida, 32304
850-488-1206 / scottn@leonschools.net



#### **Bid Proposal Form**

#### Bid No. 5590-2020 – Relocation of Furniture, Fixtures and Equipment District Wide

#### **Vendor Acknowledgment and Approval**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print and sign below where required.

Authorized Representative's Name/Title	Authorized Representative's Signature		Date
Company's Name	Telephone Number	FAX	Number
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX	Number

#### Submit two (2) hard copies, (1 original & 1 copy) of this proposal form

\*Furnish all labor, material and equipment for the moving of office and classroom furniture, fixtures and equipment in accordance with the attached specifications. Per hour charge shall remain the same regardless of truck/tractor trailer or forklift size. Contractor shall use an appropriate size truck / tractor trailer to expedite the move and minimize the number of hours for transport.

Item	Item Description	Hourly Labor Rate	PRICE PER HOUR
	Moving Services performed during regular hours  • Monday – Friday 8:00 a.m. – 5:00 p.m.	Standard	\$
1.	<ul> <li>One Man, including all necessary vehicles &amp; equipment</li> <li>One truck to include one crew chief &amp; one helper</li> </ul>	Overtime	\$
	Moving Services performed during non-regular hours  • Monday – Friday 5:00 p.m. – 8:00 a.m.	Standard	\$
2.	<ul> <li>One Man, including all necessary vehicles &amp; equipment</li> <li>One truck to include one crew chief &amp; one helper</li> </ul>	Overtime	\$
	Moving Services performed during non-regular hours  • Saturday &/or Sunday	Standard	\$
3.	<ul> <li>One Man, including all necessary Vehicles &amp; Equipment</li> <li>One truck to include one crew chief &amp; one helper</li> </ul>	Overtime	\$

\*Furnish all labor, material and equipment for the moving of office and classroom furniture, fixtures and equipment in accordance with the attached specifications. Per hour charge shall remain the same regardless of truck/tractor trailer or forklift size. Contractor shall use an appropriate size truck / tractor trailer to expedite the move and minimize the number of hours for transport. Hourly Item **Item Description** PRICE PER HOUR **Labor Rate** Hourly Rate per additional mover during regular hours \$ Standard 4. Monday - Friday 8:00 a.m. - 5:00 p.m. \$ (15) minute increments Overtime Hourly Rate per additional mover during non-regular hours \$ Standard 5. Monday - Friday 5:00 p.m. - 8:00 a.m. \$ (15) minute increments Overtime Hourly Rate per additional mover during non-regular hours \$ Standard 6. Saturday and/or Sunday \$ (15) minute increments Overtime **ITEM MOVING BOXES & SUPPLIES** UNIT PRICE PER E \$ 3 cubic ft. tote box Each 7. \$ Each 8. 4.5 cubic ft. tote box \$ Each 9. 6 cubic ft. tote box

10.	6.5 cubic ft. tote box	Each	\$
11.	Sealing Tape 2" x 60 yards	Each	\$
ITEM	STORAGE	UNIT	PRICE PER SQ. FT.
ITEM 12.	STORAGE  4.5 cubic ft. tote box	UNIT Per SQ. FT.	PRICE PER SQ. FT.

ADDENDA ACKNOWLEDGMEN	1: The undersigned also acknow	ledges the receipt of the following	ng Addenda:
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED

#### **EXHIBIT A**

#### **CONFLICT OF INTEREST CERTIFICATE**

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

#### **SECTION I**

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Signature		Company Name
Name of Official (Type or print	<del></del>	Business Address
		City, State, Zip Code
	SECTION II	
	ny have filed Conflict of Interest	al(s) and employee(s) having material financial t Statements with the Supervisor of Elections, ng.  Date of Filing
Signature		Company Name
Name of Official (Type or pri	nt)	Business Address
	·	City State Zin Code



SUPERINTENDENT Rocky Hanna

BOARD CHAIRMAN Rosanne Wood

#### **LEON COUNTY SCHOOLS**

2757 West Pensacola Street – Tallahassee, FL 32304-2998

#### FAX FORM TO: (850) 487-7869

#### APPLICATION FOR VENDOR STATUS

(IRS W-9 Facsimile)

**BOARD VICE-CHAIR.**Dee Dee Rasmussen

**BOARD MEMBERS** 

Georgia "Joy" Bowen Alva Swafford Striplin Darryl Jones

NEW VENDOR ☐ UPDATE ☐

COMPANY NAME:		LEON CO. SCHOOLS EMPLOYEE
CONTACT PERSON:		
PHONE NUMBER: ()	FAX NUMBER: ()	
CORRESPONDENCE ADDRESS:		
CITY:	ST	ATE:
ZIP + 4:		
REMITTANCE: NAME (if different from	n above):	
ADDRESS:		
CITY:	ST	ATE:
ZIP + 4:		
EMAIL ADDRESS:	WEBSITE:	
	Individual/Sole Proprietor ☐ S Corporation ☐ C C	
TAX IDENTIFICATION NUMBER:	OR	
Section 6109 of the Internal Revenue Se required to file information returns with	al Employer Identification Number So ervice Code requires you to provide your correct TIN t h the IRS. Purchase orders will not be issued to vend	to persons, businesses, or agencies that are
	Minority Vendor? ☐ Yes ☐ No Male ☐ Face: Caucasian: ☐ Hispanic: ☐ African American American Indian: ☐ Other:	n: 🗆 Asian: 🗆
By:Signature	Printed Name	Date
LCSB site contact requesting vendor:_		Phone/Email

Form W-9
(Rev. December 2014)
Department of the Treasury

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	Revenue Service										
	1 Name (as shown	n on your income tax return). Name is required on this line; do	not leave this line blank.								
6 8	2 Business name/	disregarded entity name, if different from above									
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:    Individual/sole proprietor or					_	Exempt payee code (if any)					
Print	the tax classif	loation of the single-member owner.					(If arry)	_			
4 5	Other (see ins			Dogwoodorfe			i io account			e the U	5)
Speci	6 City, state, and 2	r, street, and apt. or suite no.) ZIP code		Requester's	TIGITO .	an au	areas (o)	Jucina	9		
8											
	7 List account nun	nber(s) here (optional)									
Par	ti Taxpa	yer Identification Number (TIN)									
		propriate box. The TIN provided must match the nam			cial se	curity	number				
		r individuals, this is generally your social security num orietor, or disregarded entity, see the Part I instruction			П	┐_		٦_			
		yer identification number (EIN). If you do not have a n			Ш						
	n page 3.			or		e lelendi	fie elien				1
	if the account is i lines on whose nu	n more than one name, see the instructions for line 1	and the chart on page	4 for En	ipioye	ricent	fication	THURTHE	NAT	$\overline{}$	] 1
9000					$  \  $	-					
Par	Certifi	cation									
Unde	penalties of perju	ry, I certify that:									
1. Th	e number shown o	on this form is my correct taxpayer identification number	ber (or I am waiting for	a number t	o be l	ssued	to me);	and			
Se	rvice (IRS) that I a	ackup withholding because: (a) I am exempt from bar m subject to backup withholding as a result of a fallur backup withholding; and									
3. I a	m a U.S. cittzen or	other U.S. person (defined below); and									
4. The	FATCA code(s) e	ntered on this form (if any) indicating that I am exemp	t from FATCA reportin	ng is correct							
intere gener instru	ise you have falled st paid, acquisition ally, payments oth ctions on page 3.	ons. You must cross out item 2 above if you have bee of to report all interest and dividends on your tax return on or abandonment of secured property, cancellation of her than interest and dividends, you are not required to	n. For real estate trans of debt, contributions t	actions, Iten o an Individu	n 2 do ual ref	oes not tiremer	apply.	For n	nortgag int (IRA)	e , and	1
Sign			De	ste ►							
	eral Instruc		Form 1098 (home mo (tuttion)	rtgage Interes	st), 100	08-E (st	udent loa	ın inte	rast), 10	98-T	
		he Internal Revenue Code unless otherwise noted. ormation about developments affecting Form W-9 (such	Form 1099-C (cancel     Form 1099-C (cancel								
		we release it) is at www.irs.gov/fw9.	Form 1009-A (acquisi     Lies Form W. 9 colub							to	
Purp	ose of Form		Use Form W-9 only it provide your correct Til		a. per	son (mo	oung a	waruu	rit aikirij,		
retum which	with the IRS must ob may be your social s	n W-9 requester) who is required to file an information stain your correct texpayer identification number (TIN) security number (SSN), individual texpayer identification	If you do not return F to backup withholding. By signing the filled-	See What is I	backup					subj	lect
you, or	number (TTN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  2. Certify that you are giving is correct (or you are waiting for a number to be issued).					or					
Form 1090-INT (Interest earned or paid)     3. Claim exemption from backup withholding if you are a U.S. exempt payee. I											
<ul> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>applicable, you are also certifying that as a U.S. person, your allocable sary partnership income from a U.S. trade or business is not subject to the same fundamental funds.</li> </ul>							of				
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)     withholding tax on toreign partners' share of effectively connected income, and applications are connected income.				e, and							
	<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>4. Certify that FATCA code(s) entered on this form (if any) indicating that you exempt from the FATCA reporting, is correct. See What is FATCA reporting? or</li> </ul>										
	•	rom real estate transactions)	page 2 for further infor								
• Form	Form 1090-K (merchant card and third party network transactions)										

Cat. No. 10231X

#### **EXHIBIT D**



#### **CUSTOMER REFERENCE FORM**

#### Bid No. 5590-2020- Relocation of Furniture, Fixtures and Equipment District Wide

Please provide all requested information for each reference.

Company Name:			
Business Type:			
Contact Person:			
Telephone:	-		
Email:			
Date Last Supplied	Products or Services:		
Company Name:			
Business Type:			
Contact Person:			
Telephone:			
Email:			
Date Last Supplied	Products or Services:		
Company Name:			
Business Type:			
Contact Person:			
Telephone:			
•			
Email:			
Date Last Supplied	Products or Services:		

#### **EXHIBIT E**



#### **VENDOR QUESTIONNAIRE**

#### Bid No. 5590-2020 - Relocation of Furniture, Fixtures and Equipment District Wide

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1.	Has Vendor been declared in default of any contract?  ☐ Yes ☐ No
2.	Has Vendor forfeited any payment of performance bond issued by a surety company on any contract? $\Box$ Yes $\Box$ No
3.	Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?  Yes  No
4.	Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  Yes  No
5.	Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?  Yes  No
6.	Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  Yes  No
7.	Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment. $\Box$ Yes $\Box$ No
8.	Within the next year, does Vendor plan any divestments? If so, explain by attachment.  Yes   No

#### **EXHIBIT F**



#### **DRUG FREE WORKPLACE**

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

**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 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 procedure for processing tie bids shall 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 drugfree 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 s 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 occur ring 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	n complies fully with th	ne above requirements.

VENDOR'S SIGNATURE:		

#### **EXHIBIT G**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Name(s) of Authorized Representative(s)	Title(s) of Authorized Representative(s)
Signature(s)	Date

Form AD-1048 (1/92)

#### INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- **3.** The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- **4.** The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- **6.** The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- **9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-IO48 (1/92) U. S. GPO: 1996-757-776/201 07

#### **EXHIBIT H**



# SWORN STATEMENT – NEW CONTRACTS SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to The School Board of Leon County, Florida (hereinafter "Board" or		
	"School Board") by		
	(Print individual's	name and title)	
	for		
	(Print name of entity s	submitting sworn statement)	
	whose business address is		
	and its Federal Employer Identification Number (FEIN) is		
	and its rederal Employer identification (identification)	If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.	
2.	l,(Print individual's name and title)	am duly authorized to make this sworn statement	
	(Print individual's name and title)		
	on behalf of:		
	(Print name of en	tity submitting sworn statement)	
3.		ouse Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" May 2, 2005, with an effective date of September 1, 2005.	
4.	for all non-instructional school district employees or "co district employees or contractual personnel who are perr	ning requirements of section 1012.465, Florida Statutes (2004) intractual personnel" by requiring all non-instructional school mitted access on school grounds when students are present to orther I understand the Act defines "contractual personnel" to with the Board.	
5.	employees or contractual personnel who are permitted a	catutes as amended by the Act, non-instructional school district access on school grounds when students are present, who have atrol of school funds must meet level 2 screening requirements autes.	
6.	I understand that as a	(e.g. a charter bus company)	
	(Type of entit	ty)	
		Florida Statutes, must meet Level 2 screening requirements as	
	outlined in sections 1012.32 and 435.04, Florida Statutes	in order to do business with the School Board.	

- 7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

		(Signature)	
Sworn to and subscribed before me this	day of	20	
	_ is personally known to me	me $\square$ OR produced identification $\square$	
by showing(Type of Identifica			
Notary Public – State of	My commiss	ission expires on:	
Signature of Notary Public	(Printe	inted, typed or stamped commissioned name of Notary Public	.)

#### **EXHIBIT I**

#### AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

#### Bid No. 5590-2020 - Relocation of Furniture, Fixtures and Equipment District Wide

Proposer/Bidder/Quoter/Supplier affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Leon County or in the adjacent counties of Gadsden, Jefferson, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the School Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Na	me:		
Address:			
	Phone	Fax	Email
County:		Length of time at this location:	# of employees at this location
ls vour busi	ness certified as a small hi	usiness through Leon County Schools?	
is your busi	ness certined as a sinal bi	asiliess tillough Leon County Schools:	
	Signature	of Authorized Representative	Date
State of County of	FLORIDA		
Sworn to and	subscribed before me, a N	lotary Public for the above State and County, on this	day of
	, 20	<u> </u>	
	Notary Public		My Commission Expires

## EXHIBIT J INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid No. 5590-2020 - Relocation of Furniture, Fixtures and Equipment District Wide.** 

Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to **Section 768.28**, **Florida Statutes**. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

#### **INSURANCE**

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

- 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.
- 4. The School Board of Leon County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- **1.** The company must be:
  - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
  - b. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- **2.** With respect only to the Workers' Compensation insurance, the company must be:
  - a. authorized as a group self-insurer pursuant to Florida Statutes or
  - **b.** authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

Leon County School Board Purchasing Department Attn: June Kail, Director of Purchasing 3397 W. Tharpe St. Tallahassee, Florida 32303

The name and address of the Leon County School Board, as shown directly below, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".

Leon County School Board 2757 W. Pensacola St. Tallahassee, FL 32304

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract.

Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113.

EXHIBIT K					
	1	1	of District Sc		T
Cost Center	School Site	Phone	Cost Center	School Site	Phone
0441	Apalachee Elementary	488-7110	0401	Astoria Park Elementary	488-4673
4404	650 Trojan Trail, 32311	400 7676	0524	2465 Atlas Road, 32303	400 6422
1181	Bond Elementary	488-7676	0521	Buck Lake Elementary	488-6133
1151	2204 Saxon Street, 32310	400 2204	0.404	1600 Pedrick Road, 32317	070.0524
1161	Canopy Oaks Elementary	488-3301	0491	Chaires Elementary	878-8534
1000	3250 Pointview Drive, 32303	44.4.5.64.0	0514	4774 Chaires Crossroads, 32317	400 4544
1202	Conley Elementary School	414-5610	0511	DeSoto Trail Elementary	488-4511
	2400 E. Orange Ave., 32311			5200 Tredington Park Dr., 32309	
0561	Ft. Braden K-8	488-9374	0381	Gilchrist Elementary	893-4310
	15100 Blountstown Hwy, 32310			1301 Timberlane Road, 32312	
0041	Hartsfield Elementary	488-7322	1131	Hawks Rise Elementary	487-4733
	1414 Chowkeebin Nene, 32301			205 Meadow Ridge, 32312	
0481	Killearn Lakes Elementary	893-1265	0421	Moore Elementary	877-6158
	8037 Deerlake East, 32312			1706 Dempsey Mayo Rd, 32308	
0171	Oak Ridge Elementary	488-3124	0311	Pineview Elementary	488-2819
	4530 Shelfer Road, 32305			2230 Lake Bradford Road, 32310	
0231	Riley Elementary	488-5840	1171	Roberts Elementary	488-0923
	1400 Indiana Street, 32304			5777 Centerville Road, 32309	
0091	Ruediger Elementary	488-1074	0071	Sabal Palm Elementary	488-0167
	526 W. Tenth Ave., 32303			2813 Ridgeway Street, 32310	
0431	Sealey Elementary	488-5640	0501	0501 Springwood Elementary 488-	
	2815 Allen Road, 32312			3801 Fred George Road, 32303	
0031	Sullivan Elementary	487-1216	0131	0131 Woodville Elementary 487	
	927 Miccosukee Road, 32308			9373 Woodville Highway, 32305	
0391	Belle Vue Middle	488-4467			488-3364
	2214 Belle Vue Way, 32304			915 Hillcrest Ave., 32308	
0531	Deerlake Middle	922-6545	0451	Fairview Middle	488-6880
	9902 Deerlake W., 32312			3415 Zillah St., 32301	
0222	Griffin Middle	488-8436	1201	Montford Middle School	922-6011
	800 Alabama St., 32304			5789 Pimlico Drive, 32309	
0092	Raa Middle	488-6287	0291	Nims Middle	488-5960
	401 W. Tharpe St., 32303			723 W. Orange Ave., 32310	
1141	Chiles High	488-1756	1151	Swift Creek Middle	487-4868
	7200 Lawton Chiles Lane, 32312			2100 Pedrick Rd., 32317	
0021	Leon High	488-1971	0161	Godby High	488-1325
	550 E. Tennessee St., 32308			1717 W. Tharpe St., 32303	
0051	Rickards High	488-1783	1091	Lincoln High	487-2110
	3013 Jim Lee Road, 32301			3838 Trojan Trail, 32311	
0411	Gretchen Everhart	488-5785	0204	SAIL High	488-2468
<del>-</del>	2750 Mission Rd., 32304			2006 Jackson Bluff Rd., 32304	
0191	Ghazvini Learning Center	488-2087	0361	Lively Technical Center	487-7555
J_J_	860 Blountstown Hwy., 32304	.55 _50,	3301	500 N. Appleyard Dr., 32304	1.5. 7.555
0361	Lively Aviation Center	488-2461			
0301	3290 Capital Circle SW, 32310	100 2701			

EXHIBIT L Listing of Additional District Facilities				
Purchasing Dept.	3397 W. Tharpe St., 32303	488-1206		
Property Management Warehouse	3374 W. Tharpe St. 32303	922-0657		
Aquilina Howell Center	3955 W. Pensacola St., 32304	487-7893		
Main Transportation Facility	440 Capital Circle N.W., 32304	488-2636		
Transportation Bus Compound	536 Appleyard Drive, 32304	488-7572		
Nutrition Service and Central Kitchen	3397 W. Tharpe St., 32303	488-7426		
Main Administration Complex	2757 W. Pensacola St., 32304	487-7100		
Early Childhood Development Center	500 N. Appleyard Dr., 32304	922-2099		
Technology & Information Services	520 S. Appleyard Drive, 32304	488-7530		
Materials and Stores	3360 W. Tharpe St., 32303	922-0657		
Adult & Community Education	283 Trojan Trail, 32311	922-5343		
Transportation Bus Compound	3601 Conner Blvd., 32311	922-6701		
Transportation Bus Compound	601 Paul Russell Rd., 32301	922-6727		
Academic Resource Center	526 Appleyard Dr., 32304	487-1957		
Facilities and Maintenance	3420 W. Tharpe St., 32303	617-1777		