

<b>SCHOOL DISTRICT OF INDIAN RIVER COUNTY</b> Department of Purchasing and Central Receiving 6055 62 <sup>nd</sup> Avenue • Vero Beach Florida 32967 (772) 564-5045		<b>INVITATION TO BID</b>  <b>Bidder Acknowledgement</b>	
<b>BID NO.        SDIRC 08-0-2017JC</b>		<b>DATE:   December 14, 2016</b>	
<b>BID TITLE:   Roof Repair</b>		<b>Page 1 of   21</b>	
<b>BIDS SHALL BE RECEIVED NO LATER THAN 2:00 P.M. <u>January 24, 2017</u> AND WILL BE OPENED PUBLICLY</b>			
<b>Vendor Name:</b>		<b>Terms: Bidder see PP3- General Conditions</b>	
<b>Mailing Address:</b>		<b>F.E.I.D. No. (S.S. #)</b>	
<b>City - State – Zip Code:</b>		<b>Delivery _____ calendar days after receipt of order.</b>	
<b>Area Code/Telephone Number:</b>	<b>Toll Free Number:</b>	<b>Fax Number:</b>	
<b>Vendor E-Mail Address:</b>		<b>Vendor Web Address:</b>	
<b>ANTI-COLLUSION:</b> The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. <b>NOTE:</b> No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).			
_____ <b>Authorized Signature (Manual)</b>		_____ <b>Authorized Signature (Type or Printed) and Title</b>	

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

**PURPOSE:** It is the purpose and intent of this Invitation to Bid to secure bids for item(s) and/or services as listed herein for the School Board of Indian River County, Florida, hereinafter called the BOARD.

**SEALED BIDS:** Sealed bids will be received in the Department of Purchasing and Central Receiving until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County. Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967. The outside of envelope shall plainly identify bid by: Vendor's name, bid number, title of bid and the date of the bid opening. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Central Receiving on or before the closing date and hour as shown above.

**BOARD'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

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

#### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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

**1. EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected

figure above it. **Corrections** must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

**2. PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment:

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a. **TAXES:** The School Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
  - b. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - c. Bidder warrants by virtue of bidding that prices shall remain firm for a minimum of ninety (90) days from the date of Board approval or time stated in special conditions.
  - d. THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.
  - e. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - f. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination testing where such has been established by U.L. for the items offered and furnished.
3. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
4. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Board's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The Board shall be the sole judge concerning the merits of bid submitted.
- Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Deviations require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
5. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Board.
6. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- a. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder

to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967.

- b. When required, the Board may request full demonstrations of any unit(s) bid prior to the award of any contract.
  - c. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Board.
7. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Board will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the Board is found to be defective or does not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
8. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
9. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
10. **MANUFACTURER'S CERTIFICATION:** The Board reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
11. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at [www.indianriverschools.org](http://www.indianriverschools.org).
12. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 6500 57<sup>th</sup> Street, Vero Beach, FL 32967, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
  - (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

- f. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303. [www.epa.gov/region4/divisions/index.html](http://www.epa.gov/region4/divisions/index.html)  
Telephone: 800-241-1754.

- 13. OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 14. ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 15. ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 16. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter [112](#), Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School District of Indian River County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of (5%) or more in the bidder's firm or any of its branches.
- 17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
- 18. LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 19. SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board may take such action as it deems appropriate including legal action for damages or specific performance.
- 20. LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Board occasioned by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
- 21. SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
- 22. BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

**23. TAXES:** The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales [Tax Exemption Certificate](#) No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.

**24. PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

**25. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

## Invitation to Bid

### Special Conditions

#### 1.0 SCOPE

- 1.1 The purpose and intent of this Invitation to Bid is to secure firm prices and establish a term contract for ROOF REPAIRS as specified herein. It is the District's intent to obtain professional services in which the vendor has the capability and the capacity to perform best practices commercial services as required on various types roof located within Indian River County. Roofs include but are not limited to metal, shingle, hot mopped modified and barrel; the majority with W. P. Hickman system. All work shall be performed on a time and materials basis. The successful bidder will furnish at their expense all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts and equipment necessary for best practice to complete each project and be solely responsible for all work assigned by the District, means, methods, techniques, sequences and procedures for coordinating all portions of all projects.
- 1.2 Materials furnished by the contractor will be on the basis of actual cost plus. Supporting documentation of cost must be supported with all invoices containing materials in excess of \$500.00. The District may at its discretion provide the contractor with any materials or specialized equipment if it is deemed to be in our best interest to do so. The contractor shall return an estimate to the District within three (3) work days or as otherwise directed. The contractor's estimate shall be evaluated to determine if the scope of work has been clearly and accurately understood by the contractor, that the work has been properly estimated with supporting data presented and the materials and equipment estimates are reasonable and properly documented. The estimate provided by the contract shall be firm; no increases shall be permitted unless unforeseen circumstances arise.
- 1.3 Awardee may be required to repair, alter, remodel, add to, subtract from or improve any previous roof repair. Any remaining roofing material that was purchased from the awardee at the conclusion of any particular project shall remain District property.
- 1.4 Unless otherwise specified, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this bid solicitation are compatible with existing materials and will not void existing warranties and are not used or reconditioned.
- 1.5 Emergency Work – from time to time, emergency work may be requested. The contract shall meet with District personnel within a two (2) hour notice (or what may later be agreed upon) to review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.
- 1.6 Bonding will not be required for work performed under this bid.
- 1.7 The School Board encourages participation of minority businesses.

#### 2.0 BIDDER'S QUALIFICATIONS AND RESPONSIBILITIES

- 2.1 The bidder shall have maintained continual work experience in roof repair for a period of three (3) years with a variety of products and various types of roofs.
- 2.2 Unless otherwise specified, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this bid solicitation are compatible with existing materials and will not void existing warranties, and are not used or reconditioned.
- 2.3 The Contractor's time shall start upon arrival at the job site. Any travel time expenses shall be

borne by the Contractor and will not be reimbursed by the School Board.

- 2.4 The Contractor shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.
- 2.5 The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor and/or workmanship and shall promptly correct improper work, without cost to the District, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonable, incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year or as agreed upon at acceptance of the work by the District.

### 3.0 TIME SCHEDULE

The District will use the following time line. Dates are subject to change if necessary:

- **12.14.16**            **Release of Bid**
- **12.31.16**            **Legal advertisement published**
- **01.10.17**            **Deadline for written questions. See Section 7.0**
- **01.24.17**            **Proposals due no later than 2:00 p.m.**
- **02.15.17**            **Post tabulation with recommended award.**
- **02.28.17**            **Award recommendation submitted to the School Board**

### 4.0 AWARDS/DEFAULT

- 4.1 Award will be to the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. To meet the time and task demands of this school district primary and secondary awards will be made. If for some reason the primary awardee is not able to keep up with assignments the secondary awardee will be activated.

### 5.0 RIGHTS OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FL

- 5.1 The School District reserves the right to: (1) accept the proposals of any or all of the items it deems in its sole discretion to be in the best interest of the School Board.
- 5.2 The right to reject any and all bids, to make awards for individual items, groups of items, all or none or a combination thereof; and waive all formalities, irregularities or technicalities as may be in the best interest of the School District, is reserved by the District.

### 6.0 TERM OF CONTRACT

- 6.1 The term of this contract shall be for the period of **March 1, 2017 through February 28, 2018** with the option to renew annually for a period of two (2) additional years.
- 6.2 Annual renewal acceptance will be based on the successful bidder and the School Board agreeing to specifications, terms and conditions and maintaining firm prices for the forthcoming year.
- 6.3 Renewal acceptance will be based on the successful bidder agreeing to terms, conditions and maintaining firm prices for the forthcoming term. All prices shall remain firm for the duration of this contract.

## 7.0 INQUIRIES

- 7.1 The School Board of Indian River County is not liable for interpretations/misinterpretations or other errors or omissions made by the bidder in responding to this bid. The bidder shall examine this document to determine if the terms, conditions and requirements are clearly stated. If the bidder believes there are any terms, conditions or requirements that remain unclear or restrict competition, the bidder may request clarification in writing. Questions or request for clarity may be posed in writing solely to Jeff Carver and may be sent by mail, fax or email by the deadline of **2:00 p.m. January 10, 2017**. All bidders will be furnished in writing with both the questions and the response to any inquiries (other than administrative or procedural details).

Jeff Carver, CPPO  
Director of Purchasing  
6055 62nd Avenue  
Vero Beach, FL 32967  
Tele: (772) 564-5050 Fax: (772) 564-5048  
[Jeffrey.carver@indianriverschools.org](mailto:Jeffrey.carver@indianriverschools.org)

- 7.2 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where bid documents are on file and also on the District's website at [www.indianriverschools.org](http://www.indianriverschools.org). Each bidder shall check the Purchasing website for addenda prior to submitting a bid. Addenda will not be manually distributed.
- 7.3 No addenda will be issued later than five (5) calendar days prior to the date for receipt of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

## 8.0 SUBMITTAL INSTRUCTIONS

- 8.1 All bids shall be sent to:

**Jeff Carver, CPPO  
Director of Purchasing  
School District of Indian River County  
6055 62nd Avenue  
Vero Beach, FL 32967**

Please note that this address is our new physical and mailing address. A GPS does not accurate directions to this address. Please see **Attachment C** for directions.

- 8.2 If a bid is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Bids delivered to a location other than as specified in Section 8.1 will not constitute receipt. It is the responsibility of the proposer to ensure bids are timely received. Faxed bids will not be accepted.
- 8.3 Any bids received after the stated time and date will not be considered and will be returned unopened to the proposer.
- 8.4 One sealed original proposal with a manual signature and two (2) copies shall be submitted and clearly labeled "SDIRC 08-0-2017/JC" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.

- 8.5 Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company.
- 8.6 These documents constitute the complete set of specifications, requirements and/or proposal forms.
- 8.7 Respondents shall not be allowed to modify their proposals after the opening time and date.

## **9.0 CONE OF SILENCE**

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:

- a. A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
- b. A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.

Unless specifically provided otherwise in the applicable IFB, RFP, RFQ or ITN, the cone of silence does not apply to the following:

- a. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- b. Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

## **10.0 CONTRACTOR'S RESPONSIBILITIES**

- 10.1 The new uniform statewide badge is to be worn in plain sight at all times while on campus. This applies to all subcontractors as well.
- 10.2 The successful bidder (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 10.3 The contractor acknowledges that work will be performed only after receipt of a written purchase order.

- 10.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
- 10.5 Contractor shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.
- 10.6 Contractor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor's equipment is located on any school district site.
- 10.7 The contractor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 10.8 The contractor shall have an English-speaking, licensed (State of Florida or Indian River County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- 10.9 The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- 10.10 Pursuant to Board Rule 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- 10.11 Pursuant to Board Rule 7217 the possession of any weapon will not be tolerated on school district property. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

#### **11.0 BIDDING REQUIREMENTS**

- 11.1 Purchases made by the district are exempt from the State Sales Tax and Federal Excise Tax. This does not exempt the contractor from paying sales tax. Any sales taxes paid are the responsibility of the contractor.
- 11.2 Bids must show the unit price and shall include transportation F.O.B. destination. In case of error in extension, unit prices shall govern.
- 11.3 This agreement shall be interpreted in accordance with the laws of the State of Florida.
- 11.4 If the governmental body appropriating funds for the District does not allocate funds needed to make payments beyond the District's current fiscal period, the District shall not be required to make such payments and this agreement shall be terminated.
- 11.5 Purchases shall not include items available at lower prices on other public entities contracts or State of Florida contract. The School District of Indian River County reserves the right to bid separately any item if deemed to be in the best interest of the School District.
- 11.6 Bidder shall extend during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item (s) and



report any that are or will be offered at lower prices.

11.7 All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction. See General Conditions, page 1, number 1, Execution of Bid, for acceptable means of correction.

11.8 A bidder wishing to withdraw a bid for any reason, after the final call for bids at the designated time of opening, may not do so unless a written request is submitted to the Director of Purchasing of the School District of Indian River County. If recommended, this request will be submitted to the Board for their consideration.

## **12.0 JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT**

12.1 All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

12.2 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.

## **13.0 DRUG-FREE WORKPLACE**

Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, 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. **Attachment A** is the Drug-free Workplace Certificate form to be submitted with bid or shall be submitted within five (5) days upon request.

## **14.0 PUBLIC ENTITY CRIMES**

14.1 In compliance with Florida Public Entity Crime Status (Section 287.132,133), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

14.2 The proposer 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 a Federal department or agency.

**15.0 DEFAULT** - In the event that the awarded firm should breach this contract, the School Board of Indian River County reserves the right to seek all remedies in law and/or in equity.

**16.0 CONSTRAINTS** - Includes, but not limited to, all applicable state laws and Department of Education Regulations.

## **17.0 FUNDING OUT, TERMINATION, CANCELLATION**

17.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

- 17.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 17.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:
- a. The Board may, during the contract period, terminate or discontinue the services covered in this bid for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section.
  - b. Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

#### **18.0 FEDERAL AND STATE TAX**

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any vendor/proposer be authorized to use the District's Tax Exemption Number in securing such materials.

#### **19.0 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Pursuant to School Board Rule 1113, it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

#### **20.0 CANCELLATION / TERMINATION**

In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School District of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

#### **21.0 INSURANCE**

- 21.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.

- 21.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.
- 21.3 Vendor shall provide the School Board of Indian River County with a Certificate of Insurance naming the Board as "**named additional insured**", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.

## **22.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 22.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.
- 22.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.

## **23.0 DEBARMENT**

- 23.1 As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. By submitting a proposal, the vendor certifies, to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - b. Have not, within the preceding five year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- d. Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.
- e. Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify School Board within 30 days after the occurrence of any the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 23.0 a through e with respect to contractor or its principals.

#### **24.0 PUBLIC RECORDS LAW**

All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

#### **25.0 RIGHT OF REVIEW**

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.

#### **26.0 JESSICA LUNSFORD ACT**

26.1 On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

26.2 The Contractor will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Contractor or its personnel or subcontractors providing any services. The Contractor will bear the cost of the

fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor, its employees and subcontractors. The Contractor's employees and subcontractors shall display the issued uniform, statewide identification badge **in plain view** at all times while at a School Board facility. The parties agree that the failure of the Contractor to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Contractor's failure to comply with these requirements. Contractor shall require each of Contractor's subcontractors on the project to agree in writing to the provisions of this paragraph. Contractor's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as Contractor is in compliance with the provisions of this paragraph.

26.3 The cost of the background screening is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.

#### **27.0 NO BID**

**Attachment D** is the STATEMENT OF NO BID. If you are not submitting a bid please return this form with reason(s) indicated no later than the stated bid opening date and hour. Repeated failure to bid without sufficient justification may be cause for removal of a bidder's name from the bid list.

#### **28.0 CONVICTED VENDOR LIST**

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

#### **29.0 DISCRIMINATION**

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

#### **30.0 WARRANTY**

Terms and conditions of warranty offered by manufacturer for all products, as well as additional terms offered by the bidder, if any, shall be included with bid. The guarantee period shall be effective for one (1) year or as agreed upon at acceptance of the work by the District.

#### **31.0 INVOICES / PAYMENT**

All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. If applicable, payments shall be based on percentage of completion with partial or complete release of liens. Invoices shall be in accordance to terms, conditions and prices found in

SDIRC 08-0-2017JC. The District reserves the right to pay by credit card if it is determined to be in their best interest.

### **32.0 POSTING OF BID AND SPECIFICATIONS**

Specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967 and on the Onvia DemandStar website <http://www.demandstar.com> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**33.0 POSTING OF BID TABULATIONS** - Tabulations with recommended award(s) will be posted for review by interested parties, at the Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967 on or about February 15, 2017 and also on the Onvia DemandStar website <http://www.demandstar.com> and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

### **34.0 BID PROTEST**

33.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a 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.

33.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting the bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.

33.3 Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

### **34.0 ATTACHMENTS**

Attachment A	Drug-Free Workplace
Attachment B	Debarment and Suspension Form
Attachment C	Directions to the Support Service Complex – the address may not show on a GPS
Attachment D	Statement of 'No Bid'

**BID SUMMARY PAGE**

ITEM 1 - Provide hourly rates for labor, materials and rental costs for roof repair as specified within.

<b>Hourly Rate for Labor</b>	Regular Working Hours 7:00 am to 5:00 pm	Other Than Regular Hours and Saturday	Sundays and Holidays
Journeyman	\$	\$	\$
Apprentice	\$	\$	\$
Sheet Metal Fabricator	\$	\$	\$

<b>Materials</b>	<b>Percentage Bid</b>
Materials (to be furnished by the contractor if and when requested by the District) shall be at contractor's actual cost plus percentage bid.	_____ %

<b>Hourly Rate for Equipment Rental</b>	<b>Percentage Bid</b>
Materials (to be furnished by the contractor if and when requested by the District) shall be at contractor's actual cost plus percentage bid.	\$

Documentation for material costs shall be supplied by vendor prior to release of payment for projects in which the cost of materials exceeds \$500.00.

**LICENSES – please provide a copy of each license with your bid response**

License(s) held by firm \_\_\_\_\_  
Occupational & Number \_\_\_\_\_  
Construction & Number \_\_\_\_\_  
Other & Number \_\_\_\_\_

Please provide the name and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

**Contact Person:**

For Regular Work Hours: \_\_\_\_\_

Telephone: \_\_\_\_\_

After Hours, Weekends and Holidays: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Conflict of Interest:** For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate officer or employee of their business. Indicate either yes or no. If yes, give the person(s) name(s) and position(s) with your business.

No \_\_\_\_\_

Yes \_\_\_\_\_ List name(s) and Position(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Pending Litigation:** Submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years; See Page 17, E. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT A**

<b>DRUG-FREE WORKPLACE CERTIFICATION</b>
--

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

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

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

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

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.

**ATTACHMENT B**

School District of Indian River County  
Purchasing Department

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, 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.

RFP, RFQ, RFP Number \_\_\_\_\_

Organization's Name \_\_\_\_\_

Name and Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT B (continued)**

**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the 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 (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 ineligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT C**



**Please note: a GPS does not provide accurate directions to this address. Please follow these directions:**

**I-95**

**Coming from the north I-95**

Exit 156 at Fellsmere (SR 512) and travel east

Turn right on SR 510

Travel several miles and turn right on 66<sup>th</sup> Avenue

Turn left on 57<sup>th</sup> Street

Turn left on 62<sup>nd</sup> Avenue and travel to the end of the road. Our complex is on the left. The 3<sup>rd</sup> driveway is the visitor's entrance. The front door is by the flag.

**Coming from the south I-95**

Exit 147 Vero Beach (State Road 60) and travel east.

Turn left on 66<sup>th</sup> Avenue

Travel north and turn right on 57<sup>th</sup> Street.

Turn left on 62<sup>nd</sup> Avenue and travel to the end of the road. Our complex is on the left. The 3<sup>rd</sup> driveway is the visitor's entrance. The front door is by the flag.

**US1**

Turn west on 53<sup>rd</sup> Street.

Turn right on 58<sup>th</sup> Avenue (Kings Highway).

Left on 57<sup>th</sup> Street

Right on 62<sup>nd</sup> Avenue and travel to the end. Our complex is on the left. The 3<sup>rd</sup> driveway is for visitors. Front door by flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is 6400 57th Street, Vero Beach FL 32967.

ATTACHMENT D

**School District of Indian River County**  
**Attn: Purchasing Department**  
**6055 62<sup>nd</sup> Avenue**  
**Vero Beach, FL 32967**

**STATEMENT OF "NO BID"**

If you are not responding to this Bid/RFP, please complete and return this form to the address listed above or fax to 772-564-5048.

**Bid number:** **SDIRC 08.0.2017/JC**

**Commodity/Service:** **Roof Repair**

We, the undersigned, have decided not to bid for the following reasons:

- ☐ We do not handle products/services in this classification
- ☐ Opening date does not allow sufficient time to complete bid
- ☐ Cannot supply at this time
- ☐ Suitable but engaged in other work
- ☐ Quantity too small
- ☐ Cannot meet required delivery
- ☐ Equivalent not presently available
- ☐ Unable to meet specifications
- ☐ Unable to meet insurance/bond requirements
- ☐ Please remove our name from the vendor file only for the commodity listed above
- ☐ Please remove our name from the School Board's entire vendor files
- ☐ Other reasons or remarks \_\_\_\_\_

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Indian River County's vendor list for this commodity.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_