INVITATION TO BID

SCHOOL BOARD OF LAKE COUNTY
PURCHASING DEPARTMENT
29529 COUNTY ROAD 561
TAVARES, FLORIDA 32778

The School Board of Lake County, located in Tavares, Florida, solicits your company to submit a bid on our Bid #3816DG - Construction Craftworker Contract Labor.

All terms and conditions below are a part of this Invitation to Bid (ITB) and no bids will be accepted unless the vendor complies with all conditions required herein. Rights are reserved by the School Board of Lake County to accept or reject any and all bids and to waive all technicalities and award in the best interest of the Board. The Board does not sign contract forms provided by vendors. The bid, request for proposal, or invitation to negotiate with the vendor’s signature will constitute an offer to sell to the Board under the stated terms and conditions.

All prospective vendors are hereby cautioned not to contact any Board member of the School Board of Lake County or any other employee, officer, staff or agent, nor to attempt to persuade or promote through other channels. All contacts must be channeled through the Procurement Department. Failure to comply with these procedures shall be cause for disqualification of firm’s Submittal.

From the notice of publication until 72 hours after the posting of the recommendation of award only the Purchasing Department should be contacted concerning any questions concerning this bid. No other employee, officer, staff or agent of the School Board should be contacted during this period. All questions/concerns shall be directed, in writing, to:

Deborah Gardner, CPPB, Certified Assistant Purchasing Agent
E-mail: gardnerd@lake.k12.fl.us
Fax: 352-253-6761
Address: 29529 CR 561
Tavares, Florida 32778

Formal bid openings will no longer be held for bids other than construction. Only the names of the bidders will be read.

1. BIDDERS RESPONSIBILITY: Before submitting their bid proposal, each bidder is required to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2. SCOPE OF WORK AND SPECIFICATIONS: The intent of this ITB is to establish firm bid prices for contract labor for the performance of construction craftworker projects, in accordance with all terms, conditions, and specifications listed and described in the body of these specifications, to be used as needed, by the School Board.

   A. The Successful Bidder shall not proceed with any project until an approved purchase order has been received.
B. The Successful Bidder shall obtain permits for projects prior to commencing work. All work must pass inspection before release of final payment. All permitting and first inspections will be performed by the School Board at no cost to the Successful Bidder. The Successful Bidder will be responsible for the cost of any subsequent inspections in the event the work does not pass the first inspection.

C. Successful Bidder shall maintain a current State of Florida General Contractor (GC) license for the duration of the term of this Agreement.

D. Successful Bidder shall be fully competent in all aspects of commercial building construction and maintenance repair and shall provide a sufficient number of qualified people as required to perform the work. Work shall include, but not be limited to the following:
   1) Metal or carpentry framing such as wood stud framing, metal stud framing, decking, steps to decking, and common framing;
   2) Structural labor such as concrete foundation, slabs and sidewalks, masonry walls and beams, wall systems metal studs, gypsum board and finishing, acoustical ceiling systems, windows, truss installation, and rafter installation;
   3) Finish carpentry such as hanging doors, installing trim, millwork, and installing doorgarages;
   4) Hanging and finishing wallboard sheet goods; and
   5) Installing commercial door hardware.

E. Successful Bidder shall be responsible for quality of work and assuring that work meets all existing codes. The provision of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public building structure or facility shall comply. Work done improperly shall be redone at the Successful Bidder's expense.

F. Successful Bidder shall furnish all tools and equipment required to accomplish any of the above tasks. All tools, portable electric tools, and other general shop tools shall be included in Contractor's overhead. All tools furnished by the Contractor shall include all accessories, attachments, fuel, oil, lubricants, bits, and blades for the tool to function and complete the task it is designed to do.

G. The Successful Bidder will be notified during the contract term each time a crew(s) will be needed to provide labor for a project. Length of any one project may be from one day to several months, as required.

H. Successful Bidder may be directed to report for work at either the site where the work is to be performed or to the Maintenance Department. **Successful Bidder must check in/out upon arrival/departure. Pay shall start at the check in time and shall end upon check out time. Cost of transportation of workers to this point is the responsibility of the Successful Bidder and should be included in the hourly labor rates.**

I. Successful Bidder's shall ensure that their use of site and premises so as not to interfere with School Board occupancy, work by other contractors, and/or work by School Board personnel.
   1) Successful Bidder is cautioned not to impede means of ingress/egress or disable life safety systems during occupied hours of the project.
2) Successful Bidder shall maintain existing life safety requirements and existing life safety protection continuously; or provide other measures to accomplish equivalent safety.

3) Successful Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Scrap wire shall be deposited in a School Board provided container. All other rubbish, scrap, etc., shall be removed from the premises and shall NOT be deposited in a School Board dumpster unless a construction dumpster is supplied by the School Board.

4) Successful Bidder may be required to work only at times when classes are not in session; i.e. after 4:00 PM, or on week-ends. Work performed for the School Board which exceeds 40 hours per week may be reimbursed at a rate of 1.5 times the hourly labor rate with prior written approval of the School Board.

J. CONTRACTOR SUPPLIED MATERIALS:
1) Materials purchased by the Successful Vendor and incorporated into the Work shall be reimbursed at invoice cost including all (1) sales and/or use taxes and (2) freight.

2) Materials shall remain the property of the School Board. Contractors shall transport materials when requested.

3) The School Board may, if not prohibited by law, exercise a right to purchase directly various construction materials, supplies, and equipment that may be a part of the work. If so, the School Board will, via their purchase orders, purchase materials with assistance from the Successful Bidder, if required, in the preparation of such purchase orders. The materials shall be purchased from the suppliers selected by the Successful Bidder, for the prices negotiated by the Successful Bidder. The Successful Bidder will assist in the preparation of all purchase orders for the School Board and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the work.

The total cost estimated for the work shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the School Board shall not relieve the Successful Bidder of any of his responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. The Successful Bidder shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties.

3. The forms included within this ITB may be completed on-line using Microsoft Word© or simply printed and completed by hand. Areas where information may be inserted while on-line are indicated by a gray form field box and then the complete document can be printed. Original signatures from an authorized representative of the company shall be affixed where indicated within this document before submitting to the Purchasing Department.

4. All bids shall be filed in the Purchasing Department of the Lake County School Board, 29529 County Road 561, Tavares, Florida 32778, prior to 2:00 PM, local time, Friday, January 17, 2014, and clearly marked "Bid #3816DG to be opened January 17, 2014." Bids received after this time will not be considered. All bids shall be submitted, in a sealed package or envelope, on the attached bid form properly extended and signed by an authorized representative; place bid number and opening date of bid on envelope. Faxed or e-mailed bids will not be accepted.
5. **Bid Schedule:**
   - Deadline for Questions: ..................... **January 3, 2014 @ 4:00PM**
   - Last Date for Addendums: ............... **January 10, 2014**
   - Bid Opens: ........................................... **January 17, 2014 @ 2:00 PM**
   - Posting of Award Recommendation: .... **February 26, 2014**
   - Board Action on Recommendation: ..... **March 10, 2014**

6. **Award:**
   
   A. It is anticipated that multiple awards shall be made to the “lowest” and “best” bids submitted based on conformity to specifications, price, and time of guaranteed completion of work. The purpose is to create a pool of qualified contractors to provide the services as described herein. The School Board reserves the right to request written proposals estimating the cost of a proposed project from any and/or all of the awarded bidders, on an as needed basis, during the term of this agreement.

   A sample project has been included on the Cost Proposal Form (Attachment 1) as a representation of a typical project to be used for cost evaluation purposes only for the determination of the lowest cost. This will be accomplished by applying the estimated project hours by the hourly rates proposed by each bidder. Bid evaluations are based on the over-all conformity to specifications and cost. However; as the best interests of the School Board may require, the School Board reserves the right to make award(s) on a lowest price basis by item, group of items, all or none, or a combination thereof; with one or more Vendors; to reject any and all bids, that in it’s judgment will be for the best interest of the Lake County Schools, or waive any minor irregularity or technicality in bids received. Award shall be made on conformity to specifications and price. Multiplying unit cost per item by quantity estimated and summing the totals shall determine lowest bid price.

   *It is important that vendors understand the District’s budgetary restrictions when offers are submitted. To fulfill our fiduciary responsibilities we are requesting that all pricing submitted be as competitive as possible so that we may return maximum value to the District. By providing a bid the vendor is acknowledging that the District’s current or future budgetary shortfalls may materially impact long-term completion of the District’s projections under this bid and/or may materially impact the District’s ability to consider renewal of any subsequent terms. Please also see Item 10.*

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

7. **Bid tabulations with recommended awards will be posted for review by interested parties on or about February 26, 2014 and will remain posted for a period of 72 hours. The award recommendation will be posted in the Purchasing Department located at 29529 County Road 561, Tavares, Florida and on our website at [http://lake.k12.fl.us](http://lake.k12.fl.us). To access information from our website select Purchasing from the Department list, click on Bid Opportunities, then click on the appropriate title of the ITB for a listing of all published information. Since this information is available as outlined above, the purchasing department will not mail or fax recommendation of award notices to all bidders. 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. Any person who is affected adversely by the decision or intended decision shall file with the Board, through it’s Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days...
after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals (but no later than the time when the bids or responses must be received in order to be considered), and the formal written protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturdays, Sundays, or holidays. The word “holiday” shall mean any weekday on which the School Board’s Administrative offices are closed. Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School Board of Lake County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protestor 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 which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestor, the protest security shall be returned. If the protestor prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney’s fees. Upon receipt of the formal written protest and protest bond which has been timely filed, the district shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final district action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

8. QUANTITIES: This shall be an open quantity contract. For the purposes of calculating the amount of a protest bond, this contract is valued at approximately $150,000.00 for the initial contract term, excluding renewal options. This is only an estimate and the actual amount could vary up or down. The School Board reserves the right to order greater than or less than the quantity stated. Requests for service shall be made on an “as needed” basis.

9. BIDDER QUALIFICATIONS: The following items shall be included with bid response. Failure to do so may result in disqualification.
   A. List of projects of previous 12 months.
   B. Project references, 3 minimum with similar experience. (Attachment 2)
   C. Copies of all applicable licenses.

10. PROMOTIONAL PRICING:
    A. Best Pricing Offer – During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
    B. Sales Promotions – In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Purchasing
Department documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

11. REMAINDER OF LINE DISCOUNTS: If requested, Bidder shall indicate a fixed percentage (%) discount from list price for any items within that product line not specified in each respective lot. A price list or catalog with prices listed must be included with bid response and updated as changes occur. Any percentage of discount will be acceptable however; leaving that portion of the cost proposal form blank will be considered a “No Bid” response.

12. PROPOSALS/ESTIMATES: Contractor shall provide a proposal estimating the cost of a proposed project. The Maintenance Director or his designee shall sign any overages of time exceeding the proposal estimate. Proposals shall be given to the School Board upon request, without charge, within 48 hours of request.

13. STANDARD WORK RESPONSE TIME: Successful bidder shall respond to messages within 24 hours. Project shall be started within 10 days from notice to proceed.

14. EMERGENCY WORK RESPONSE TIME: Successful Bidder shall contact School Board within two (2) hours of notification of emergency. From notice to proceed, work for the emergency project shall be initiated within an agreed upon amount of time (not to exceed 4 hours) between the School Board and the Successful Bidder.

15. The School Board reserves the right to bid larger projects separately or to use other vendors in emergency situations.

16. 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, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIMES DISCLOSURE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under 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.

18. The Bidder certifies that all material, equipment, etc., contained in this Bid meets all Occupational Safety Hazards Act (OSHA) requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the bidder.

19. Equipment, or other items of this bid, identified by catalog or manufacturers number or by brand name are for the purpose of showing quality only, except where otherwise specified. Other
Manufacturers or Brand names of proven equal quality, or better, will be acceptable. If bidding on an equivalent to that specified, state manufacturer and supply complete description of product offered, including brochures and specifications.

20. SAMPLES: Samples may be required for bid. Samples, if required, shall be supplied to the School Board at no charge, and returned to the vendor at vendor's expense. Required samples shall be clearly identifiable with the Bidder's name, Bid Number, and Item Number. Failure to deliver required samples or failure to clearly identify samples may be reason for disqualification of bid. Samples which are not consumed or destroyed by testing will be returned, at the Bidder's expense, upon request. Request for the return of samples must be made within ten (10) working days following bid opening.

21. Successful bidder shall not substitute items from that which were bid. If substituted items are delivered, the items shall be shipped back to the vendor at the vendor's own expense. Such actions may result in a termination of the contract.

22. Items provided on this bid are to be new. Items that have been refurbished or used for demonstration are not acceptable. Successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received that is found to be defective in quality.

23. In case of exact tie bids, awards will be made in accordance with Policy 7.70. Conformity to specifications, price, quality, and time of guaranteed delivery will be determining factors in the awarding of the bid.

24. In the event of an error in extending the total cost for an item, the unit price submitted will prevail.

25. All materials to be delivered F.O.B. to Lake County School Board site as designated. All prices shall include delivery to the School Board's designated destination.

26. Payroll Responsibilities - The Contractor shall be responsible for the payroll and paying of its personnel. Further, the Contractor shall be responsible for withholding applicable federal and state taxes, FICA, insurance, and other deductions as authorized between the Contractor and its personnel.

27. Contractor shall be responsible for the paying of all appropriate state taxes unless otherwise directed by the Owner.

28. Successful bidder shall comply with the Trench Safety Act (OSHA, 29 CFR 1926.650 Subpart P.), if required.

29. Successful Bidder shall comply with the Davis-Bacon Act whenever projects are initiated that are paid for with Federal Funds and will adhere to the prevailing wage and agree to submit (if requested) payroll documentation.

30. Bidders unable to submit a bid are requested to supply their business name and address and complete the NO BID RESPONSE form included in this ITB and return to the Purchasing Agent of the Lake County School Board, 29529 County Road 561, Tavares, Florida 32778.

31. BID RESPONSE REQUIREMENTS/FORMS: The following items shall be included with bid response. Failure to do so may result in disqualification. These forms may be completed online using Microsoft Word® or simply printed and completed by hand. Areas where information
may be inserted while on-line are indicated by a gray form field box. Original signatures from an authorized representative of the company shall be affixed where indicated within this document.

A. Documentation of Bidder Qualifications (ref. Paragraph 9), to include:
   1) List of projects of previous 12 months
   2) Project references, 3 minimum with similar experience (Attachment 2)
   3) Copies of all applicable licenses
B. Cost Proposal Form (Attachment 1)
C. Reference Form (Attachment 2)
D. Literature for products bid, as required
E. Federal Debarment Form (Attachment 3)
F. Public Entity Crimes Affidavit (Attachment 4)
G. Non-Collusion Affidavit (Attachment 5)
H. List of exceptions to Terms and Conditions, as required
I. No Bid Response Form, as required (Attachment 6)
J. Conditions of Emergency/Hurricane or Disaster (Attachment 7)

32. INFORMATION: Clarification of any language in the bid may be obtained by fax, email or US mail and questions should be directed only to the Purchasing Department. Verbal discussion of items in the bid with District personnel is not to be construed as changing any of the bid requirements. Any additional information or addendums will be posted on the Lake County Schools Purchasing website located at http://lake.k12.fl.us, select Purchasing from the Department list, click on Bid Opportunities, then click on the appropriate title of the ITB for a listing of all published information. It is the responsibility of the vendor to monitor this website for addenda. All questions/ concerns shall received by no later than 4:00 PM, local time, Friday, January 3, 2014, and be directed, in writing, to:
   Deborah Gardner, CPPB, Certified Assistant Purchasing Agent
   E-mail: gardnerd@lake.k12.fl.us
   Fax: 352 253-6761
   Address: 29529 CR 561
   Tavares, FL  32778

32. “PIGGYBACKING” – With the consent of the awarded vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception or the change in the entity’s name.
ATTACHMENT 1

COST PROPOSAL FORM

LABOR RATES

Reimbursement of hourly labor rates will commence and end at the Lake County Schools Maintenance Office in Umatilla, Florida, or specified job site as needed. At the job site, the Successful Bidder shall check in and out at the school office. Cost of transportation of workers to this point is the responsibility of the Successful Bidder and should be included in the hourly labor rates.

Administration fees should be included in labor rates.

The Successful Bidder may be required to work only at times when classes are not in session; i.e. after 4:00 PM or on week-ends. Work performed for the School Board which exceeds 40 hours per week may be reimbursed at a rate of 1.5 times the hourly labor rate with prior written approval of the School Board.

ITEM # | LABOR CLASSIFICATIONS | STANDARD WORK HOURLY RATE | EMERGENCY WORK HOURLY RATE
--- | --- | --- | ---
1. | Project Supervisor | $ | $
2. | Craftworker Foreman | $ | $
3. | Craftworker II (Skilled Trades Person) | $ | $
4. | Craftworker I (Apprentice) | $ | $
5. | Other Labor Classification, specify _____ | $ | $

SAMPLE PROJECT

Below is a representation of a typical project to be used for cost evaluation purposes only for the determination of the lowest cost. This will be accomplished by applying the estimated project hours by the standard work hourly rates proposed.

<table>
<thead>
<tr>
<th>STANDARD WORK PROJECT HOURLY ESTIMATES</th>
<th>LABOR CLASSIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 hours</td>
<td>Project Supervisor</td>
</tr>
<tr>
<td>40 hours</td>
<td>Craftworker Foreman</td>
</tr>
<tr>
<td>40 hours</td>
<td>Craftworker II (Skilled Trades Person)</td>
</tr>
<tr>
<td>40 hours</td>
<td>Craftworker I (Apprentice)</td>
</tr>
<tr>
<td>1 hour</td>
<td>Other Labor Classification</td>
</tr>
</tbody>
</table>

Subcontractors must be approved by the District.

If the vendor elects to subcontract, it will be at no additional cost to the Lake County School Board. Subcontracting any of the Lake County School Board’s projects will in no way relieve the vendor from fulfilling all obligations arising under this contract. For reimbursement of subcontracting, the vendor must submit a copy of the subcontractor’s invoice and have received prior approval from a representative of the Lake County School Board.

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Bid #3816DG - Construction Craftworker Contract Labor
We have reviewed in its entirety this Invitation to Bid and agree to adhere to all of the terms and conditions included herein.

☐ Yes  ☐ No, list of exceptions that we would like to be considered is attached.

We submit our prices and agree to adhere to all terms and conditions and to make delivery within _____ days after receipt of orders or continuous delivery as specified.

Company: _____
Mailing Address: _____  City:_____  State:_____  Zip:_____  
Signature: __________________________________________________________

Type name: _____  Title: _____  
Telephone #:  _____  Date: _____  
Fax #:  _____  E-Mail: _____

Primary Contact for Work

Type name: _____  Title: _____  
Telephone #:  _____  Fax #:  _____  
E-Mail: _____

E-Mail address that will accept Lake County School Board Purchase Orders: _____

Remit to address for payment:

Company _____  Address: _____
City:_____  State:_____  Zip:_____
INFORMATION ITEMS ONLY
(This information will not affect the contract award).

Indicate additional percentage discount if estimated number of actual orders per item exceeds 10% of the estimated quantities during each term of the agreement: _____%

The District utilizes a P-Card and in some cases would make purchases utilizing the P-Card. Indicate if your firm has the capability of accepting the P-Card for purchases at no additional charge to the District.

☐ Yes ☐ No

Since the use of a P-Card provides earlier payment to the vendor indicate if your firm would negotiate an additional discount to the District when a P-Card is used.

☐ Yes ☐ No

You agree to sell to other governmental agencies under this bid award subject to the same terms and conditions, including pricing.

☐ Yes ☐ No
ATTACHMENT 2

REFERENCE FORM
(Duplicate as needed)

FOR: Insert Vendor’s Name

Name of Reference: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Phone: _____
Private Sector: ☐ Yes ☐ No Public Sector: ☐ Yes ☐ No
School/University: ☐ Yes ☐ No Annual Dollar Volume: $____
If school/university, please identify: _____
Please state if services rendered by vendor were obtained by RFP, bid, contract, agreement, or other (specify): ☐
Length of Account: _____ Months _____ Years
State if bid, contract, agreement has been renewed: ☐ Yes ☐ No
If bid, contract, agreement has been renewed, state length of time: _____ Months _____ Years
If bid, contract, agreement has not been renewed, state the reason for non-renewal:

__________________________________________________________________________

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THIS SPACE FOR LAKE COUNTY SCHOOL BOARD USE ONLY

Additional information provided by reference: __________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

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Bid #3816DG - Construction Craftworker Contract Labor
ATTACHMENT 3
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

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

Instructions for 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the 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.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

<table>
<thead>
<tr>
<th>NAME OF APPLICANT</th>
<th>PR/AWARD NUMBER AND/OR PROJECT NAME</th>
</tr>
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<tbody>
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<td>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</td>
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<td>SIGNATURE</td>
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ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)
ATTACHMENT 4

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to [Insert name of public entity] by [Insert individual's name and title] for [Insert name of entity submitting sworn statement] Whose business address is: _____

(If applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   A. A predecessor or successor of a person convicted of a public entity crime or;
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)
☐ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____________________________________
(Signature)

____________________________________
(Date)

STATE OF_________________________________

COUNTY OF_________________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

____________________________________
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this________ day of___________________, 2____.

____________________________________
(NOTARY PUBLIC)

My Commission Expires: _____________________________
PROJECT IDENTIFICATION: Bid #3816DG - Construction Craftworker Contract Labor

SOCIAL SECURITY NUMBER: ________
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.
ATTACHMENT 5

NON-COLLUSION AFFIDAVIT

State of ______

County of ______

______ being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

____________________________________  ______________________________

____________________________       Printed Name

____________________________       Title
ATTACHMENT 6

NO-BID RESPONSE FORM

Company: ______
Mailing Address: ______
Signature: ________________________________________________

Type name: _____
Title: ______
Telephone #: ______ Date: ______
Fax #: ______ E-Mail: ______

NO BID:
I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:

☐ Insufficient time to respond
☐ We do not offer the product or service requested
☐ Our schedule will not permit us to respond to this bid
☐ Keep our company on this bid list for future bids
☐ Remove our company name from this bid list for future bids
☐ Other (describe briefly) _____
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

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

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Lake County, Florida, as opposed to a private citizen on a first priority basis. Vendor/Contractor shall furnish a 24-hour phone number in the event of such an emergency.

☐ I hereby understand and agree to the above statement.

______________________________  ________________________________
Signature                                           Name of Company

______________________________  ________________________________
Print Name                                           Title

Emergency Contact: _________________________________

Emergency Telephone Number: (______) - _____ - _____

Home Telephone Number: (______) - _____ - _____

Beeper or Cell Phone Number: (______) - _____ - _____   Email Address: ___________________

☐ I cannot comply with this request.

______________________________  ________________________________
Signature                                           Name of Company

______________________________  ________________________________
Print Name                                           Title
ATTACHMENT 8
SAMPLE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is entered into by and between The School Board of Lake County, Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the “SCHOOL BOARD”), and Insert Company Name, whose address is Insert Company Address (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. The CONTRACTOR shall perform the following services: SEE EXHIBIT “A,” which is attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD’S right to obtain proposals or services from other professionals for similar projects. The CONTRACTOR agrees to comply with all terms and conditions of Bid #3816DG for Construction Craftworker Contract Labor, such terms and conditions being incorporated by reference.

2. Insurance.
   A. The CONTRACTOR shall maintain throughout this Agreement the following insurance:
      (i) Comprehensive General Liability insurance in the amount of one million dollars ($1,000,000);
      (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the CONTRACTOR, in an amount not less than five hundred thousand dollars ($500,000) combined single limit per occurrence for bodily injury and property damage with the SCHOOL BOARD as an additional named insured; and
      (iii) Workers’ Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes. A Waiver of Subrogation in favor of The School Board of Lake County, Florida and its members, officers and employees shall be endorsed onto the Workers’ compensation policy.
   B. The School Board of Lake County, Florida and its members, officers and employees shall be an additional insured on those insurance coverages/policies listed above except Workers’ Compensation.
   C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
   D. The CONTRACTOR shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
      (i) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best’s Rating of “A” or better according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company; or
With respect only to the Workers’ Compensation Insurance, the company may be authorized as a group self-insurer pursuant to Florida Statutes or authorized as a commercial self-insurance fund pursuant to Florida Statutes.

E. Neither approval nor failure to disapprove the insurance furnished by the CONTRACTOR to the SCHOOL BOARD shall relieve the CONTRACTOR of the CONTRACTOR’S full responsibility to provide insurance as required under this Agreement.

F. The CONTRACTOR shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the CONTRACTOR. The CONTRACTOR shall be responsible for notifying SCHOOL BOARD within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

G. Unless otherwise notified, the certificate of insurance shall be delivered, within 10 days, to:

Lake County Schools
Purchasing Department
29529 County Road 561
Tavares, Florida 32778

H. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Lake County, Florida
201 West Burleigh Boulevard
Tavares, Florida 32778

I. In the event that CONTRACTOR fails to maintain insurance as described in Section 2, paragraph “A” of this Agreement, CONTRACTOR agrees that such failure will constitute a material breach of this Agreement and the SCHOOL BOARD shall have the right to terminate this Agreement without further liability. Further, CONTRACTOR agrees that upon such breach, the SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD’S rights.

3. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys’ fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney’s fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR’S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall provide such indemnity regardless of the negligence or other culpability of the SCHOOL BOARD, excluding only those circumstances where the SCHOOL BOARD is solely negligent.
4. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

5. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR’S performance of the Scope of Services.

6. **Access to Records.** CONTRACTOR will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. CONTRACTOR shall ensure that such records are available for examination by the SCHOOL BOARD during CONTRACTOR’S normal business hours. CONTRACTOR shall maintain such records for a period of three (3) years after the date of the invoice.

7. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

8. **Payment.** SCHOOL BOARD shall compensate CONTRACTOR for their services in the following manner: SEE EXHIBIT “B”. No other costs or services shall be billed to the SCHOOL BOARD.

9. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the SCHOOL BOARD who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the SCHOOL BOARD's use of any such materials for another PROJECT, or following termination. All original documents shall be kept on file at the office of the PROFESSIONAL for a period of 15 years. At the end of the 15 year period, PROFESSIONAL shall provide the SCHOOL BOARD with thirty (30) days written notice by certified mail, return receipt requested, of its intent to destroy documents at which time the SCHOOL BOARD shall determine whether to take possession of the stored documents or whether to allow the PROFESSIONAL to destroy the stored documents.

10. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers’ compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the CONTRACTOR. Further, CONTRACTOR will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

11. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
12. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the SCHOOL BOARD.

13. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

14. **Term and Termination.** The term of this Agreement shall be from March 13, 2014, through March 12, 2015. The SCHOOL BOARD reserves the right to renew/negotiate lower prices in the contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the SCHOOL BOARD and awarded CONTRACTOR. Any renewals shall be in writing and signed by both parties. All or part of this Agreement may be terminated by the SCHOOL BOARD, with or without cause, for its convenience, upon no less than fifteen (15) days written notice to the CONTRACTOR of such intent to terminate. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

15. **Nonappropriation.** The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the SCHOOL BOARD to purchase the specified products/services. As used herein, a “nonappropriation” shall be defined as an occurrence wherein the SCHOOL BOARD, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the SCHOOL BOARD anticipates using to pay its obligations hereunder, and the SCHOOL BOARD has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The SCHOOL BOARD may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

   (a) a nonappropriation has occurred, and
   (b) the SCHOOL BOARD has provided the CONTRACTOR with written notice of termination not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation, the SCHOOL BOARD shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

16. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be **Insert Contact for Agreement**. The primary contact person under this Agreement for the SCHOOL BOARD shall be **Mike Corr/Director of Maintenance and Operations**.

17. **Approval of Personnel.** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the CONTRACTOR services on behalf of CONTRACTOR pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, SCHOOL BOARD may require that the CONTRACTOR assign a different person or persons to be the contact person or to perform the CONTRACTOR services hereunder.

18. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

19. **Background Investigations.** The CONTRACTOR represents and warrants to the SCHOOL BOARD that the CONTRACTOR has read and is familiar with Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. 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 this paragraph or Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.

20. Attorneys’ Fees. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney’s fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

21. Modifications and Amendments. This Agreement may be modified or amended only by a written document signed by authorized representatives of the CONTRACTOR and SCHOOL BOARD.

22. Subcontracts and Assignment. CONTRACTOR shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.

23. Entire Agreement. This constitutes the entire agreement between SCHOOL BOARD and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

24. Severability Clause. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.


a.) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

   SCHOOL BOARD: Superintendent
   201 West Burleigh Boulevard
   Tavares, Florida 32778

   CONTRACTOR: Insert Company Name
   Insert Street
   Insert City, State Zip

b.) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

c.) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.

d.) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

26. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
27. **Public Record Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the SCHOOL BOARD would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the SCHOOL BOARD all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SCHOOL BOARD by CONTRACTOR in a format that is compatible with the information technology systems of the SCHOOL BOARD.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

By: ____________________________
    Debbie Stivender, Chairperson

Date: ____________________________

Approved as to form:

Attest: ____________________________
    Dr. Susan Moxley, Superintendent

School Board Attorney

“CONTRACTOR”

Insert Company Name

By: ____________________________

Its: ____________________________

Date: ____________________________
I. **Scope of Work:** The CONTRACTOR shall be responsible for providing construction craftworker contract labor services on behalf of SCHOOL BOARD.

A. **Specifications:** Contractor shall Scope of Work from paragraph 2 of ITB.

II. **Conditions of Contract and Work Specifications.**

A. **Definitions:**

1. Owner – Lake County Schools.
2. Owner's Representative – The duly authorized representative of the Owner.
3. Contractor – The person or entity awarded a contract to perform the Work covered by the Agreement.
5. Work – The furnishing by the Contractor of all labor, and tools required or necessary to complete and fulfill the performance required by this Agreement as set forth and in accordance with greater particularity set forth in the SCOPE OF WORK section of this Agreement.

B. **General Conditions:**

1. Labor Furnished by Contractor – The Contractor shall furnish all labor for completion of the Work.
2. Company Security – The Contractor's personnel will not be permitted in any area of the Owner's facilities except the designated Work areas. The Owner will designate means of egress and ingress. The Owner will provide the necessary security passes, which shall be carried at all times by the Contractor's personnel.
3. Protection of Property – The Contractor shall cooperate to the fullest extent with the other contractors, the Owner and the Owner's Representative to execute all Work without delay. The Contractor shall take all necessary precautions to protect the Owner's property. The Contractor shall consult with the Owner's Representative to determine fire prevention measures to be adapted. The Contractor is responsible for security of its own materials and equipment, and for materials and equipment purchased by the Owner within the Contractor's possession or control. The Contractor shall cooperate fully with the Owner's security personnel.
4. Emergency Call List – The Contractor shall supply the Owner with an Emergency Call List of the Contractor's Supervision responsible for contacting Contractor's personnel in emergencies.
5. Tools Required When Working on Owner's Property – Contractor shall be required to furnish all hand tools for all craft skills required to perform the Work. All tools, portable electric tools, and other general shop tools shall be included in Contractor's overhead.
6. Contractor's Supervisor – The Contractor's Supervisor must possess necessary job skills to work from blueprints, sketches, and verbal instructions and be capable of planning, organizing, and supervising the Work.

7. Replacement of Personnel – If for any reason any of the Contractor's personnel has an extended illness, or is terminated either by the employee's choice or the Contractor's choice, the Contractor shall be responsible for the replacement of personnel necessary to complete the Work on time. The Contractor shall remove from the Work and replace any person whose performance, attendance, or conduct is unsatisfactory.

8. Cleanliness of Work Site – The Contractor shall maintain the premises and work site in a reasonable, neat, and orderly condition, free from accumulations of waste materials and rubbish during the entire project period and shall be responsible for removing and disposing of all cartons, crates, trash, and all flammable waste materials from the work areas at the end of each day. During the conduct of the Work, adjoining areas shall not be littered or obstructed anymore than is necessary for the conduct of Work.

9. Property Damage – The Contractor shall protect Owner's property and adjoining properties from damage that may be caused by Contractor's operations and/or take such protective measures as Owner may direct. Any damage to same caused by Contractor shall be repaired or remedied without delay by the Contractor at its sole cost and expense.

10. Unacceptable Materials for Use in School Board Facilities – The use of polychlorinated biphenyl's (PCBs) or asbestos in materials to be furnished thereunder is prohibited unless specifically specified or approved in writing by the Owner. Within ten (10) days following acceptance of this Agreement, the Contractor shall submit a letter of certification that none of these materials are to be used.

11. Electrical Standards – The National Electrical Code, all local codes, and Owner's Standards shall govern for all electrical equipment and construction Work. Should conflicts between the Agreement and such codes exist, they shall be immediately brought to the attention of the Owner.

12. Work Involving Asbestos Removal – In the event it appears that insulation must be disturbed during the course of Work, the Contractor shall immediately suspend that portion of the Work and notify the Owner's Representative. The Owner's Representative shall make the determination if the insulation material is asbestos and will take the appropriate action for its removal. All asbestos removal shall be performed by an Owner approved Asbestos Contractor. The Contractor shall perform no asbestos removal. The Owners Representative will coordinate the completion of the Work with the Contractor and the Asbestos Contractor.

13. Parking – Parking for the Contractor's personnel will be permitted when available in designated parking areas designated by the Owner. Otherwise the Contractor shall be responsible for parking arrangements for its personnel.

14. Utilities – The Owner will furnish the Contractor with electric power required for the execution of the Work without charge. The Contractor will be required to make connections to the Owner's utilities at the Contractor's expense and under the direction of the Owner's Representative.
15. Use of Owner's Equipment – Notwithstanding that this Specification requires the Contractor to furnish any and all equipment necessary to carry out the Work, on any occasion when the Owner, in its sole discretion, deems it to be expedient or in the Owner's best interest, it may allow the Contractor to use items of equipment belonging to the Owner. Such usage of Owner's (owned, rented, or leased) equipment by the Contractor shall specifically be subject to the provisions of Safety, Indemnity, and the OSHA provisions of this Agreement. It shall be the Contractor’s responsibility to insure that only persons having the required license, special training, or other qualification to operate said equipment operates it. The aforementioned equipment does not apply to Owner’s trucks licensed for over-the-road use (owned, rented, or leased including pickup trucks). These are to be driven by Owner's personnel only.

16. Code of Conduct – The Contractor shall have an established program to review with its employees the following Code of Conduct prior to Contractor's employees coming onto the Owner's property. Owner reserves the right to take whatever action it deems appropriate when a violation of the Code of Conduct occurs. This includes, but is not limited to, barring/removing Contractor's employee(s) from the property and/or any legal recourse available. The Code of Conduct shall include but not be limited to the following:

   a) Employees shall be required to dress appropriately. Shoes and shirts are required at all times. No apparel with inappropriate or offensive sayings or pictures shall be worn.

   b) Alcohol, Tobacco, & Drug Abuse Policy – It is the policy of the Owner that the possession, use, consumption, distribution, transfer, manufacture or sale of alcohol, tobacco, illegal drugs or prescription drugs without a valid prescription on Owner's property is strictly prohibited.

   c) Miscellaneous Conduct – Use of profane, abusive, or threatening language, or fighting or threatening bodily injury to any person is prohibited. Practical joking or horseplay has no place on Owner’s property and is prohibited. The bringing of firearms or other weapons into the work place is strictly prohibited. Gambling in any form, including the selling of chances or lottery tickets is not allowed upon the property of the Owner.

   d) Theft, Destruction of Property – Contractor's employees shall not take items of Owner's property. Contractor's employees shall not damage or handle in a destructive manner any of Owner's property or equipment.

   e) Eating – eating is not allowed except in designated places.

   f) Cleanliness – Contractor's employees shall keep their places of work machinery, or other Owner's property used by them in a clean and orderly condition. Marking on walls, posts or machinery is prohibited. Sanitary facilities and break areas are cleaned daily, and Contractor's employees are expected to do their part in keeping such facilities clean.

   g) Telephone Calls – Telephones installed in Owner's facilities are for the use of the Owner in the transaction of its business. Unnecessary use of telephones for personnel matters is discouraged. No long distance calls are to be made unless properly authorized.
h) Notices – No notice, bulletin, or other material shall be posted in Owner's facilities or upon Owner's property except by Owner's prior written permission. Contractor's employees shall not remove or deface any notice or bulletin or other information posted by the Owner.

i) Sexual Harassment – It is the policy of the Owner to maintain a working environment free of all forms of sexual harassment. Sexual harassment includes, but is not limited to:

1) Unwelcome, deliberate, repeated, or unsolicited comments, gestures, or physical action of a sexual nature (for example, sexually derogatory statements, unnecessary touching, patting or pinching, etc.);

2) Demanding or subtle pressure for sexual favors or sexual activity;

3) Preferential treatment, taking or refusing to take personnel action, or the exercise of power in exchange for sexual favors; or

4) Actions or behaviors that have the purpose or effect of unreasonable, interfering with work performance, or creating an environment which is hostile, intimidating, or offensive (for example, sexual jokes, inappropriate calendars or pin-ups, etc.). Contractor has the responsibility to immediately inform Owner of any allegations of sexual harassment.

17. Engaging in any other practices as may be inconsistent with the ordinary, reasonable, common sense rules of conduct necessary to the welfare of the Owner and any employee of the Owner is prohibited.

C. Safety and Accident Prevention:

1. The Contractor shall, at all times and at all locations where the Work is performed, conduct its operations in such a manner as to avoid any risk of bodily harm to persons or damage to property. The Contractor shall take all precautions, which are reasonable and necessary to safeguard against such risks. The Contractor shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of the Work. The term 'Contractor' as used herein shall include its employees, agents, visitors, and its subcontractors, their employees, agents, and visitors.

2. The Contractor agrees, in the performance of this Agreement, to observe and comply with all applicable federal, state, local, and Owner's safety rules and regulations, including but not limited to the Occupational Safety and Health Act of 1970 as amended. The Contractor shall cooperate and coordinate with other contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by the Owner. The Contractor shall furnish all protective safety equipment for its personnel.

3. The Contractor shall be responsible for the provision of adequate first-aid facilities at the Work site for all personnel employed or retained by the Contractor. Contractor shall have an emergency plan that includes posting of names, addresses, and telephone numbers of emergency services.
4. The Contractor shall report to Owner all accidents occurring on Owner's property within twenty-four (24) hours of the occurrence.

5. Contractor shall conduct periodic reviews of general site safety conditions and Contractor's safety log and safety records. The Owner may, in its discretion, conduct independent similar reviews. Such reviews by the Owner shall not relieve the Contractor of any obligations thereunder.

6. Upon the failure of the Contractor to comply with any of the requirements set forth herein, the Owner shall have the right to stop any operations of the Contractor affected by such failure until the condition is remedied. The Contractor shall not be entitled to an extension of time or claim for damages as a result of such stop order. In the event of repeated safety violations, the Owner, in its sole discretion, may terminate this Agreement.

D. **Warranty**: The Contractor warrants to the Owner that all Work will be of good quality, free from faults and defects, and in conformance with this Agreement. All Work not conforming to these requirements may be considered defective. Any Work not in conformance with this Warranty will be remedied so as to conform to this Warranty at the Contractor's sole cost and expense.

E. **Non-Waiver**: Failure of either party to enforce any of the provisions hereof shall not be construed as a general waiver or relinquishment of this or any other provision.

F. **Rights and Remedies**: The rights and remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.

G. **Separate Contracts**: The Owner has the right to let other contracts in connection with the Work or to perform similar work itself and the Contractor shall fully cooperate with such other contractors or the Owner.
EXHIBIT “B”

COMPENSATION

I. The SCHOOL BOARD shall compensate CONTRACTOR for services rendered pursuant to the Rate Schedule below, provided that such services have either been specifically requested, in writing, by the SCHOOL BOARD or specifically authorized, in writing, by the SCHOOL BOARD.

II. CONTRACTOR shall ensure that all work performed, materials provided, and costs incurred by CONTRACTOR pursuant to this Agreement are billed to the SCHOOL BOARD in accordance with the Rate Schedule below.

III. CONTRACTOR understands and agrees that the SCHOOL BOARD shall bear no responsibility for compensation to, or reimbursement of, CONTRACTOR for any services rendered, costs incurred, or materials provided by CONTRACTOR pursuant to this Agreement which are either not specifically requested or authorized by the SCHOOL BOARD, in writing, or which are not specifically set forth in the Rate Schedule below.

IV. RATE SCHEDULE:

V. INVOICES.

A. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following details for each separate task performed:

(a) the date the task was performed;
(b) identification, by name or initials, of the person performing the task;
(c) a description, with reasonable particularity, of the task;
(d) the actual time expended to perform the task; provided;
(e) the hourly rate applicable to the individual performing the task; and
(f) the fee being charged for the task.

B. All other invoices shall be submitted on a monthly basis, or when a specific project is completed, and shall include the following details for each separate task performed, where applicable:

(a) Purchase order number;
(b) Name and address of vendor;
(c) Unique invoice number;
(d) Date and location of service/delivery;
(e) Itemized unit quantities and unit prices;
(f) Line item total or extended price, minimum contract discount; and
(g) All pricing must be in accordance with rates set forth in the RATE SCHEDULE section of this Agreement.

C. Block or bundled billing entries, in which two or more tasks are blocked or bundled together into a single billing entry, are prohibited unless a lump sum award is approved.