**SECTION 00201 – INSTRUCTIONS TO BIDDERS**

**PART 1 – BIDDING PROCEDURES AND REQUIREMENTS**

1. All Bidding by Contractors, Subcontractors or Vendors, for contracts directly with Gadsden County Schools shall be conducted through GCS’s Purchasing Office. All Correspondence, communication, and all informational exchanges shall be coordinated through GCS’s Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification of bid.
2. No staff member has the authority to contact a vendor and place an order that obligates GCS for payment for commodities or services prior to the Purchasing Office issuing a formal Purchase Order.
3. **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
	1. If you are not a registered GCS vendor, you will need to complete the W-9 form and return it to GCS Purchasing office.
	2. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
4. **Bidder Registration:** In addition to the Vendor Registration, Bidders must register with GCS’s Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The school shall not be responsible for providing addendums to bidders that are not registered. Bidders who obtain an ITB from other sources than as specified herein, must officially register with the GCS’s Purchasing Office.
	* 1. Failure to register as a prospective bidder may cause your proposal to be rejected if you have submitted a bid without the most current addendum.
5. All purchases for services or commodities $15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
6. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
7. Purchases $15,000 and up must be approved by the Gadsden County School Board.
8. **Bidder Qualifications:** When requested, the Bidder shall provide the necessary information to the Owner to verify it possess the minimum qualifications required to participate in this ITB.
9. **Subcontracting:** Where a Bidder utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the Bid. The Bidder shall submit a Subcontractors List. Form provided with the Bid Documents
	* 1. All Subcontracts shall incorporate by reference the terms and conditions of this Project’s contract documents.
10. **Other tasks and duties provided by awarded Contractor:**
	1. Preparation and assisting the Owner with all plans in order to obtain required permits/authorizations.
	2. Work with the Owner and Utility providers when required for permitting and site surveys.
	3. Develop a list of Direct Purchase items for potential tax savings to be reviewed by the Owner.
	4. Coordinate with Owner and all necessary contractors for appropriate start date and installation schedules.
	5. **Substantial Completion:** Contractor shall coordinate a Substantial Completion inspection with Owner when the system is operational. The Contractor will be responsible for maintaining a list of deficiencies (punch list). A copy of the list will be provided to the Owner and the Contractor shall proceed with corrections, dating each corrected deficiency as completed.
	6. **Closeout Documents:** After Substantial Completion, when applicable, the Contractor shall compile and organize in a 3 ring binder, all warranty information, release of liens, shop drawings and product information.
	7. **Final Inspection:** After all other inspections and completion of the punch list, the Contractor shall coordinate final inspection with appropriate entities. Demonstrate full operation of systems to the Owner. Visually verify all items have been completed on the punch list.
	8. **Training:** Provide Training sessions, when applicable, as specified elsewhere or of ample time to familiarize School staff with normal operations, programing and troubleshooting.
11. **Equipment and Material information:** The Bidder shall include in its Proposal, Equipment and Material information in satisfactory detail as to allow the owner to verify intent of Contract Documents.
12. Component Specifications, cut-sheets.
13. Warranty information.
14. **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
15. All prospective Bidders will check in with the Facilities Office before arriving at any of GCS sites.
16. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
17. **Contact,** **communication, videotaping or photographs of students or other staff is strictly prohibited.**
18. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
19. District personnel are not authorized to interpret, clarify or modify the bidding documents in any way.
20. **Existing Conditions:** Failure of Bidder to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
21. **Existing Hazardous Materials:** If known, the Owner shall notify the Contractor if there are any Existing Hazardous Materials within the Work site. It is the Contractor’s responsibility to assure hazardous materials testing has been completed prior to the start of work.
	1. Before any work in existing facilities shall be conducted an evaluation shall be made and testing preformed to determine if Asbestos is present and safely encapsulated or if remediation is needed. This shall be done by a qualified contractor meeting FS 469.
	2. In facilities constructed before 1978 an evaluation shall be made and testing preformed to determine if lead paint is present and safely encapsulated or if remediation is needed. This shall be done by a contractor trained and certified in the EPA’s Renovation, Repair and Painting Rule (RRP) 2010.
22. **Additional Testing:** Before submitting, each Bidder will, at their own expense, make such additional investigations and tests as they may deem necessary in preparation of their Bid.
23. If requested, the owner will schedule access to the site for any Bidder to conduct such investigations and tests as they deem necessary for submission of their Bid.
24. **Conflicts and Discrepancies:** In case of discrepancy in the Dimensions, in the Drawings, in the schedules, or in the Specifications, the matter shall be promptly submitted in the form of an RFI to the GCS Purchasing Department who will promptly log and forward it to the proper person to make a determination in writing.
25. Should the Drawings disagree with one another or with the Specifications, the better quality or greater quantity of work or materials should be used, but in all cases, the greater benefit to the school takes precedence.
26. **Bid Representation:** By submitting a Bid the Contractor represents that it has:
27. Examined a complete set of Construction Documents thoroughly.
28. Visited the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work.
29. Familiarized themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
30. Studied and carefully correlated its observations with the Construction Documents.
31. **Interpretations:** All questions about the meaning or intent of the Bid Documents shall be submitted only through the District’s Purchasing Office who will log and forward for written clarifications.
32. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCS’s Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
33. Any items, material, condition, services, etc.… that may be alluded to in the drawings or specifications and that is not clearly understood by the bidder as to the Owner’s intent, shall be clarified by the bidder prior to the bid. Failure to clarify any ambiguity shall not relieve the bidder from supplying the intent of the Owner as part of the base contract.
34. **Revisions and Amendments to the Bid Documents:** The Owner reserves the right to revise or amend the specifications or drawings or both prior to the opening date of the ITB. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the ITB may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new ITB opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their Bid.
35. **Equivalents:** Brand Names, Catalog numbers, manufacturers’ and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers unless specifically written into the Drawing or Specifications as “No Substitutions”.
36. Any question to a products compliance to bid specifications should be address by means of an RFI submitted to the Purchasing Office.
37. **Proof of Functional Capabilities:** It should be understood by the Bidder that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. Shop Drawings, Product Data, Samples and similar submittals shall be included demonstrating how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which are being bid. If required, the Vendor will have to demonstrate these capabilities within seven (7) days after conditional award.
38. **Construction Documents:** The Bid set of Construction Documents for this project shall be included with this ITB.
	1. The Construction Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor.
39. **Bid Documents:** The Bid Documents consist of this document and the Construction Documents along with any other specifications or documents that may be required to adequately describe intent of work to bid.
	1. The bid documents become part of the contract.
40. **Contract Documents:** The Contract Documents consist of the Agreement between the Gadsden County School Board and the Contractor, the Drawings and Specifications, Project Manuals and subsequent Purchase Orders.
41. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.
42. Submission of a Bid by the Proposer is a representation that the Proposer has visited the site, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents.
43. **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.
	1. **Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05.*
		* 1. For Work $100,000 or less, no payment and performance bond shall be required unless specified otherwise.
			2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
44. Mechanical
45. Electrical
46. Plumbing
47. Roofing
48. Shell and Concrete
	* + 1. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
			2. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
			3. The respective performance and payment bonds shall:
				1. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
				2. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
	1. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
49. **Workers’ Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers’ Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer’s authority to self-insure. *F.S. 440 and 489.114.*
	1. All Contractors and Subcontractors shall maintain valid Workers’ Compensation Insurance throughout the project as required by *F.S. 440*.
50. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor’s commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than $1 million per occurrence.
	1. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
51. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include “all risk” coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
	1. The Gadsden County School Board shall be named as additional insured on policy.
	2. For project less than $100K, Property Insurance may be waived at the Owner’s discretion.
	3. Any special insurance requirements will be addressed in the Special Conditions.
52. **Familiarity with Laws:** The Bidder shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
53. All public educational and ancillary plants constructed by a board must conform to the Florida Building Code, Florida Fire Prevention Code and State Requirements for Educational Facilities (SREF), *Section 1013.371, F.S.*
54. **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
55. **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
56. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
57. **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

1. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.
2. **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor’s employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the SBGC to contract with your company. By responding to this Invitation to Bid, you agree to abide by all SBGC policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act,** 1012.467 and 1012.468 There is a fingerprinting fee associated with these procedures. Refer to the School Board website (http://www.gcps.k12.fl.us/), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor’s failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

**Where:** School Board of Gadsden County – Walker Administration Building

 35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

**When:** Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

**Contact:** Human Resources Department,

 Sharon Gilcrease @ 850-627-9651 ext.1244 or gilcreases@gcpsmail.com

1. **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Bidders shall include with their Bid, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tie breaker.
2. **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all

persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.

1. **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
2. **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended*.
3. The Contractor and all Subcontractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and Subcontractor agrees to both of the following:
	* + 1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
			2. No contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
4. **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
5. The prospective lower tier ($100,00) participate certifies, by submission and signature of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
7. **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All Bidders must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.
8. **Related Party Transactions:** The term “related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of

the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
2. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of this agreement.
3. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods or service from some person or entity other than a related party according to the terms of this agreement.
4. **Direct Purchase:** The Bidder shall include in the Bid the cost of all equipment, materials and labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S*. for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
5. **Execution of Proposal:** Bids must contain an original manual signature of an authorized representative. Failure to properly sign the bid may invalidate it and it may not be considered for award. **Any illegible entries, pencil proposals or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by bidder and attached to the bid.
6. **Number of Copies:** The Bidder shall submit one (1) original complete set of its Bid and two (2) copies of the original complete Bid. Bids consisting of more than 30 pages shall be required to submit one (1) additional electronically on a USB flash drive in PDF format.
7. The Original Bid shall be signed, as specified above, with all supporting documentation as defined herein.
8. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
9. **Bid Preparation Costs:** The District shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
10. **Due Date and Time:** The date and time will be carefully observed. Bids received after the specified date and time shall be returned unopened. The District will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any Bid.
11. The Bidder may submit the Bid in person or by mail/courier service. The District cautions Bidders to assure actual delivery of mailed or hand delivered Bids prior to the deadline set for receiving them. Confirmation of receipt of Bid can be made by calling the District’s Purchasing Office.
12. **Delays in Bid Schedule:** The District, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the School to do so. The District will notify Bidders of all changes in scheduled due dates by written addendum.
13. **Additional Information:** No additional information may be submitted, or follow-up performed by any Bidder after the stated due date unless specifically requested by the District.
14. **Affirmation:** By submission of a Bid, the Bidder affirms that its proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all terms and conditions of this ITB and the resulting contract. No outside terms and conditions will be considered unless approved by the District.
15. **Advertising:** In submitting a Bid, the Bidder agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
16. **Accuracy of Bid Information:** Any Bidder which submits in its Bid to the Owner or the Contractor any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
17. **Bid Opening:** The Owner will publicly open and read each bid as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive bids will be removed from consideration.
	1. The Owner will verify compliance of the apparent low bidder to confirm Project Specifications and Intent have been met prior to recommendation.
	2. The Owner reserves the right to contact the bidder for clarification if needed in determining compliance.
	3. If deemed non-compliant, the Owner will evaluate the next low bidder for compliance.
18. **Identical or Tie Proposals:** In the event two (2) or more bidders submit the exact same dollar amount the following criteria, in order of importance, shall be used to break said tie:

(1) Proposer’s place of business is within Leon, Gadsden or Wakulla Counties,

(2) Florida proposers,

(3) by flip of coin, when all other factors are equal,

(4) or Drug Free Work Place.

1. **Acceptance/Rejection of Bids:** The Owner reserves the right to waive minor irregularities in any bid or to reject any and all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of GCS. Minor irregularities are defined to be a variation from the ITB terms and conditions which do not affect the price of the bid or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.
2. **Disqualification:** Any or all Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. Bids not acknowledging all addenda may be rejected. Incomplete or illegible bids will be rejected.
3. **Bid Recommendation:** After public opening the Owner will, at its convenience, confirm Project intent has been met by careful examination of the Bid Documents from the apparent low bidder.
	1. The Owner will assign one or more individuals knowledgeable with the intent of the Project to examine the Bid.
	2. When there is weighted information requested in the ITB and two or more Bids are close in total sum, those Bids will be examined giving reasonable value and importance to the weighed items. The low Bidder will be determined by consideration of all requested information.
	3. Once the compliant low Bidder has been identified and confirmed, a written recommendation for award will be sent to the Gadsden County School Board who will make the final award.
4. **Posting of Results:** Bid tabulations with recommended award will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
	1. The Owner will also post all recommended awards and addenda to the District’s website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav>=
5. **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall fila a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall fle a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **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*.**

1. **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, Bids become “public record” and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Bidders must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
2. **Invoicing and Payment:** Payment will be made by the Owner after being inspected, and found compliant with project specifications, free of damage or defect, properly invoiced, meeting all conditions below to be considered as a valid payment request:
	* 1. For Projects where partial payments are made the following requirements apply:
			1. Timely submission of Invoice on AIA documents G702 & G703.
			2. All invoices shall consist of one (1) original and three (3) copies; clearly referencing the purchase order number. The continuation sheet shall reflect only percentages completed, no projections.
		2. For Projects less than $50,000 where all work is completed before invoicing, only one (1) invoice, on company letterhead, clearly referencing the purchase order number is required.
3. **Indemnification**: To the fullest extent permitted by law, the Bidder shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the Bidder or other person utilized by the Bidder in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The Bidder, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the Bidder. If the Bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

1. **Withdrawal of Bid:** A written request for withdrawal, signed by the vendor, on the Vendor’s company letterhead, may be considered if received by the GCS purchasing officer within 72 hours after the bid opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the

department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

1. **Term of Contract:** The base term of the contract will be for one (1) year from the date of acceptance with the option of three (3) annual renewals.

**PART 2 – BID FORMATTING REQUIREMENTS**

1. Unless specified otherwise in the Bid Documents, all Bids shall be in the form of a Stipulated Sum (Lump Sum). Unit Pricing, if requested, will be associated to the Stipulated Sum.

The Bidder shall submit the Bid organized as follows. All pages shall be stapled together in the upper left hand corner in the order shown below.

* 1. **Cover Page:** The cover page shall identify
		1. The Bidder’s Name and Address
		2. Bid due date and time
		3. ITB number
		4. The Owner’s name, Gadsden County School Board
		5. The Project Name
	2. **Page 2 – Stipulated Sum:** Copy the Stipulated Sum Bid form onto Bidder’s company letterhead. Include unit pricing.
	3. **Page 3 – Addendum to Bid:** Print and sign alladdenda. Provide copies on page 3, if applicable.
	4. **Page 4 – Subcontractors List:** If applicable, include the completed “List of Sub-Contractors” form as required by *Section 255.0515, F.S.*
	5. **Page 5 – Insurance:** Copies of all certificates of insurance shall be provided.
	6. **Page 7 – Drug Free Work Place Form:** Include a signed copy
	7. **Page 8 – Public Entity Crimes Form:** Include a signed copy
	8. **Page 9 – Minority and Woman Owned Businesses Form:** Include a signed copy
	9. **Page 11 – Debarment Certification Form:** Include a signed copy
	10. **Page 12 – Conflict of Interest Form:** Include a signed copy

END OF SECTION 00201