


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ROBERT W. RUNCIE  
SUPERINTENDENT OF SCHOOLS

May 2, 2019

TO: School Board Members

FROM: Maurice L. Woods   
Chief Strategy & Operations Officer

VIA: Robert W. Runcie   
Superintendent of Schools

SUBJECT: **REVISION TO EE-4, PIGGYBACK RECOMMENDATION OF \$500,000 OR LESS 59-105R – RELOCATING MODULAR AND PORTABLE CLASSROOMS – RECOMMENDATION OF \$500,000 OR LESS, FOR THE MAY 7, 2019, SCHOOL BOARD OPERATIONAL MEETING**

A revision was made to EE-4, Piggyback Recommendation of \$500,000 or Less - 59-105R – Relocating Modular and Portable Classrooms, for the May 7, 2019, School Board Operational Meeting.

Exhibits:

- Revised ARF Summary Explanation and Background
- Revised Executive Summary

RWR/MLW/MCC:bm  
Attachment(s)

cc: Senior Leadership Team

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Less 59-105R – Relocating Modular and Portable Classrooms

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#### Introduction

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the recommendation to piggyback the School Board of St. Lucie County, Florida to award Invitation to Bid (ITB) 17-18 Portable Classroom and Modular Building Relocation Services and the School Board of Palm Beach County, Florida award of Project No: 0281-1401 Modular Relocation. The term of the agreement is for one (1) year and three (3) months beginning May 8, 2019 through August 20, 2020. The vendors will provide modular and portable classroom relocation services.

#### Goods/Services Description

**Responsible: Physical Plant Operation (PPO) and ~~Facilities & Construction Management (F&CM)~~ and Office of Facilities Management (OFC)**

Physical Plant Operations and the Office of Facilities & Construction Management will work jointly in the relocation of three (3) steel portables and five (5) concrete modules at Cypress Bay High School during the summer months of 2019. The services to relocate the three (3) steel portables will be performed by Brownie Companies under the St. Lucie School District piggyback and the services to relocate the five (5) concrete modules will be performed by Palm Beach Trucking, LLC d/b/a Merchant Trucking under the Palm Beach School District piggyback. The District intended to lease eight (8) new units, however, relocating these eight (8) units over the summer break will save the District as much as \$500,000.

#### Procurement Method

**Responsible: PWS**

Rule 6A-1.012(6), Florida Administrative Code and Purchasing Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitation from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases, i.e., school district board at the same terms conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District School Board.

#### Financial Impact

**Responsible: PWS, PPO & ~~F&CM~~ & OFC**

There is no additional funding request for this item; the required funding for the scope of work is included in the SMART program project budget.

The total cost for this project is \$90,440 as demonstrated in the breakdown below:

Scope of Work	Cost
Relocating portable classrooms	\$29,400
Relocating concrete modular classrooms	\$61,040
<b>Total Cost</b>	<b>\$90,440</b>

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 7th day of May, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BROWNIE COMPANIES LLC**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
385 NE Baker Road  
Stuart, FL 34994

**WHEREAS**, , Rule 6A-1.012(6), Florida Administrative Code and School Board Policy 3320, Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, SBBC may make purchases at or below the specific prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board;

**WHEREAS**, On February 14, 2017, the School District of St. Lucie County (hereinafter referred to as the "SDSLC"), issued a competitive solicitation ITB 17-18 for portable classroom and modular building relocation services; and

**WHEREAS**, on May 9, 2017, the SDSLC approved the award of a contract pursuant to ITB 17-18 (the "**SDSLC Contract**") for portable classroom and modular building relocation services to Brownie Companies LLC (VENDOR), for an initial term of one (1) year effective May 25, 2017 through May 24, 2018, and contingent upon annual contract performance review, renewable for two (2) additional one-year periods; and

**WHEREAS**, the SDSLC elected to renew the SDSLC Contract for two (2) additional one-year periods, contingent upon annual contract performance review, which extended the term of the agreement to May 24, 2020; and

**WHEREAS**, VENDOR agrees to provide the SBBC with products and services through the SDSLC Contract (attached hereto as **Attachment “1”**) at the unit prices set forth in the the Tabulation (attached hereto as **Attachement “2”**).

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

#### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution of all parties and naturally expire on May 24, 2020.

2.02 **Description of Services Provided.** VENDOR shall provide services identified in purchase orders issued electronically by the School Board’s Procurement and Warehousing Services Department.

2.03 **Cost of Products, Equipment and Services.** In consideration for services, unless lower pricing is negotiated and set forth in writing, the SBBC shall pay VENDOR pursuant to the terms, conditions and pricing set forth in the SDSLC Contract.

2.04 **Payment.** SBBC shall pay VENDOR pursuant to Article 6 PAYMENT TERMS/INVOICING of the SDSLC Contract.

2.05 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	the SDSLC Contract (Attachment “1”) and Tabulation (unit pricing set forth in Attachment “2”).

2.06 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the family Educational Rights and Privacy Act (FERPA) and state laws and shall not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.



2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any

Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) **Inspector General Audits.** VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Chief Facilities Officer  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida

To VENDOR: Brownie Companies LLC  
385 NE Baker Road  
Stuart, FL 34994

2.09 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records

required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR 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 for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs

and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.



3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or over payment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Attachment 1, and 2 attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement

and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel


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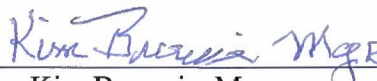
**FOR VENDOR**

(Corporate Seal)

Brownie Companies LLC

ATTEST:

  
Jamison T. Brownie, Manager

By   
Kim Brownie, Manager

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 30 day of April, 2019 by KIM BROWNIE and JAMISON T. BROWNIE of BROWNIE COMPANIES LLC, on behalf of the corporation/agency.

They are personally known to me or produced Florida Id as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

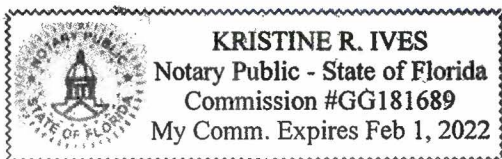
02/01/2022

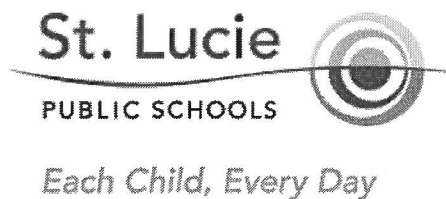
  
Signature - Notary Public

(SEAL)

Kristine R. Ives  
Printed Name of Notary

66 181689  
Notary's Commission No.





### Agenda Item Details

Meeting	May 09, 2017 - THE SCHOOL BOARD OF ST. LUCIE COUNTY - REGULAR MEETING
Category	10. Consent Agenda - Business Services - Purchasing
Subject	10.1 ITB 17-18 Portable Classroom and Modular Building Relocation Services
Type	Action (Consent)
Recommended Action	The Superintendent recommends the Board award ITB 17-18 to Brownie Companies, authorize Purchasing Department to renew the contract for two (2) additional one-year periods contingent upon annual contract performance review, the initial term contract to commence on 05/25/2017 through 05/24/2018; Option Year 1 - 05/25/2018 through 05/24/2019 and Option Year 2 - 05/25/2019 through 05/24/2020, as presented.

Description: The purpose and intent of the Invitation to Bid was to secure prices for portable classroom and modular building relocation services on an as needed basis.

Fifty-two (52) vendors were solicited. One (1) response was received. The tabulation is attached for review. District staff reviewed pricing on previous contracts and other awarded contracts and found the vendor's proposed pricing within the current market pricing trends for portable and modular relocation services. Additionally, this service is usually required to prepare for the start of school, it is imperative to have a company on hand that can complete the moves as required.

AUTHORITY FOR ACTION: Florida Administrative Code 6A-1.012, Florida Statute 287.057.

Vendor Recommended for Award:

- Brownie Companies

The initial term contract shall commence on May 25, 2017 though May 24, 2018.

Option Year 1 - May 25, 2018 though May 24, 2019

Option Year 2 - May 25, 2019 though May 24, 2020

Submitted by: Tim Barger, Chief Financial Officer

Contact person: Kim Albritton, Coordinator of Business Services, St Lucie County School District, (772) 429-3980

Financial implications: This is a term contract for an indeterminate amount. As services are needed, a scope will be developed and a purchase order issued based on the firm-fixed pricing bid by the vendor. The following fund source will be used for the projects:

3XXX (Capital Funds)

7400

6800

XXXX (Facility- dependent upon the work)  
PROJ (Various Capital Projects)

[ITB 17-18 Portable Classroom and Modular Building etc.pdf \(1,052 KB\)](#)

[Tabulation Sheet - 17-18.pdf \(207 KB\)](#)

[17-18 Intent to Award.pdf \(180 KB\)](#)

### **Motion & Voting**

The Superintendent recommended the Board approve the consent agenda as submitted (a total of 30 items beginning with #7.1 through #19.3 inclusive).

Motion by Donna Mills, second by Deborah Hawley.

Final Resolution: Motion Carries

Yea: Donna Mills, Kathryn Hensley, Deborah Hawley, Carol Hilson, Troy Ingersoll



Tabulation - Solicitation Number and Title: ITB 17-18 Portable Classroom and Modular Building Relocation Services

Date Opened: 3/14/2017

**VENDOR: Brownie Companies**

385 NE Baker Road

Stuart, FL 34994

No. of Vendors Notified: 52

No. of Vendors Responded: 1

ITEMS "A"		Phone: 772-460-5660	Fax: 772-460-5650		Fax		
		Cost	Option Yr 1	Option Yr 2	Cost	Option Yr 1	Option Yr 2
1	Portable wet/dry classrooms – total computation per scope of work. Total cost of portable relocation per category.						
	1 One Site	\$ 3,875.00	\$ 3,933.13	\$ 3,992.12		\$ -	\$ -
	1 Up to 5 Miles	\$ 4,450.00	\$ 4,516.75	\$ 4,584.50		\$ -	\$ -
	1 6 to 15 Miles	\$ 4,625.00	\$ 4,694.38	\$ 4,764.79		\$ -	\$ -
	1 16 to 25 Miles	\$ 4,750.00	\$ 4,821.25	\$ 4,893.57		\$ -	\$ -
	1 26 to 50 miles	\$ 5,850.00	\$ 5,937.75	\$ 6,026.82		\$ -	\$ -
	Pre-Engineered (Hybrid) Wet/Dry Classrooms - Total Computation Per Scope of						
2	Work. Total Cost of Portable Relocation Per Category. (Bidder must be Florida Licensed Mobile Home Installer/Mover).						
	2 One Site	\$ 4,455.00	\$ 4,521.83	\$ 4,589.65		\$ -	\$ -
	2 Up to 5 Miles	\$ 5,120.00	\$ 5,196.80	\$ 5,274.75		\$ -	\$ -
	2 6 to 15 Miles	\$ 5,320.00	\$ 5,399.80	\$ 5,480.80		\$ -	\$ -
	2 16 to 25 Miles	\$ 5,465.00	\$ 5,546.98	\$ 5,630.18		\$ -	\$ -
	2 26 to 50 miles	\$ 6,730.00	\$ 6,830.95	\$ 6,933.41		\$ -	\$ -
3	Cost For Removal and Re-install per anchor for portable and hybrid classrooms (All anchors shall be installed by a State of Florida licensed Installer)	\$ 65.00	\$ 65.98	\$ 66.96		\$ -	\$ -
4	Cost For Installation of new anchor for portable and hybrid classrooms (All anchors shall be installed by a State of Florida licensed Installer)	\$ 85.00	\$ 86.28	\$ 87.57		\$ -	\$ -
5	Cost For Removal and Re-install of existing metal ramps and stairs	\$ 2,200.00	\$ 2,233.00	\$ 2,266.50		\$ -	\$ -
6	Cost For Removal and Re-install of metal, wood and PVC skirting	\$ 1,875.00	\$ 1,903.13	\$ 1,931.67		\$ -	\$ -
7	Cost to stucco mate wall (unfinished)	\$ 3,675.00	\$ 3,730.13	\$ 3,786.08		\$ -	\$ -
8	Cost to add new drip edge and roofing to mate walls that will now be end walls	\$ 1,565.00	\$ 1,588.48	\$ 1,612.30		\$ -	\$ -
TOTAL (INCLUDING RENEWALS)				\$ 183,033.25		\$	-
Renewal Rates		-	2%	2%		0%	0%

Other Information: Award Recommendation - This is a notice of the District's intent to award. The recommendation is to award to Brownie Companies

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. (Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**PALM BEACH TRUCKING LLC d/b/a MERCHANT TRANSPORT**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
1360 NW 33rd Street  
Pompano Beach, FL 33064

**WHEREAS**, Rule 6A-1.012(6), Florida Administrative Code and School Board Policy 3320, Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, SBBC may make purchases at or below the specific prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board;

**WHEREAS**, on May 6, 2015, the School Board of Palm Beach County, Florida (hereinafter referred to as the "**SBPBC**"), issued a competitive solicitation ITQ 0281-1401 for modular classroom relocation and other related services; and

**WHEREAS**, on August 21, 2015, the SBPBC approved the award of Term Contract No. 16C-50R to Palm Beach Trucking LLC d/b/a Merchant Transport, for modular classroom relocation and related services for a term of for one (1) year(s) from August 21, 2015 through August 20, 2016 with the option to renew for four (4) additional one-year periods (Contract No. 16C-50R shall hereinafter be referred to as the "**SBPBC Contract**"); and

**WHEREAS**, the SBPBC exercised its first, second and third options to renew the SBPBC Contract for the periods of August 21, 2016 through August 20, 2017, August 21, 2017 through August 20, 2018, and most recently via a 3<sup>rd</sup> Amendment, the period August 21, 2018 through August 20, 2019; and

**WHEREAS**, VENDOR agrees to provide SBBC with products and services through the SBPBC Contract, as amended, upon the same terms and conditions and at or below the prices set forth therein; and

**WHEREAS**, District staff have determined that utilization of the SBPBC Contract, as amended, is advantageous to the SBBC; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, or unless the SBPBC approves a final, one-year extension of the SBPBC Contract, and the SBBC also approves a one-year extension of this Agreement, the term of this Agreement shall commence upon the execution of all parties and conclude on August 20, 2019.

2.02 **Description of Services Provided.** VENDOR shall provide SBBC services pursuant to the terms, conditions and pricing at or below the SBPBC Contract, and as specified in purchase orders to be issued electronically by the School Board's Procurement and Warehousing Services Department.

2.03 **Cost of Products, Equipment and Services.** In consideration for services, unless lower pricing is negotiated and set forth in writing, the SBBC shall pay VENDOR pursuant to the terms, conditions and pricing set forth in the SBPBC Contract.

2.04 **Payment.** SBBC shall pay VENDOR pursuant to the terms of the SBPBC Contract for services rendered and equipment received, inspected and found to comply with all requirements of the SBBC and free of damage or defect and properly invoiced.

2.05 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement; then
Second:	the 3 <sup>rd</sup> Amendment to the SBPBC Contract (attached hereto and incorporated herein as <b>Attachment "1"</b> ); then
Third:	the SBPBC Contract (attached hereto, and incorporated herein as <b>Attachment "2"</b> ).

2.06 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the family Educational Rights and Privacy Act (FERPA) and state laws and shall not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.



(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Chief Facilities Officer  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida

To VENDOR: Palm Beach Trucking LLC d/b/a  
Merchant Trucking  
1360 NW 33 Street  
Pompano Beach, FL 33064

2.09 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this

section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

**2.10 Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR 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 for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

**2.11 Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR's** agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC's** property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

2.12 **Insurance Requirements.** **VENDOR** shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** **VENDOR** shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** **VENDOR** shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** **VENDOR** shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** **VENDOR** shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by **VENDOR** to **SBBC's** Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, **SBBC** has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by **SBBC's** Risk Management Department before any work commences to permit **VENDOR** to remedy any

deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.13 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or over payment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Attachment 1 and 2 attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.



### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property



by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

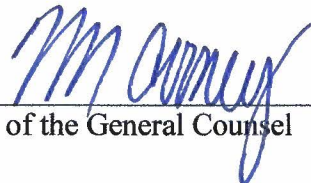
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

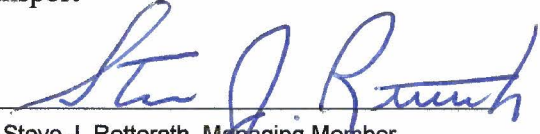
**FOR VENDOR**

(Corporate Seal)

Palm Beach Trucking, LLC d/b/a Merchant Transport

ATTEST:

By

  
Steve J. Retterath, Managing Member

\_\_\_\_\_, Secretary

-or-

  
Witness Dennis Spier

\_\_\_\_\_  
Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of April, 2019 by Steve J. Retterath, Managing Member of Palm Beach Trucking, LLC dba Merchant Transport, on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency

He/She is personally known to me or produced as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

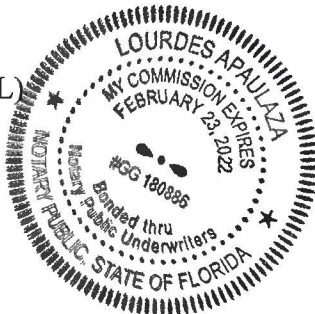
  
Signature – Notary Public

Lourdes Apaulaza

Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

(SEAL)



**THIRD AMENDMENT TO THE AGREEMENT  
FOR MODULAR CLASSROOM RELOCATION SERVICES  
BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
AND  
PALM BEACH TRUCKING LLC (dba) MERCHANT TRANSPORT  
CONTRACT NO. 16C-50R**

This Third Amendment made this 15<sup>th</sup> day of August 2018, to the Modular Relocation Term Bid, dated August 21, 2015 (hereinafter "Agreement") made and entered into by and between the SCHOOL BOARD OF PALM BEACH COUNTY, FL (hereinafter "SCHOOL BOARD") and PALM BEACH TRUCKING, LLC d/b/a MERCHANT TRANSPORT (hereinafter "MERCHANT TRANSPORT"), a Florida Limited Liability Company authorized to transact business in Florida located at 1360 NW 33<sup>rd</sup> Street, Pompano Beach, FL 33064.

Whereas, the Agreement regarding modular classroom relocation was renewed for the first of four options beginning August 21, 2016 through August 20, 2017;

Whereas, the Agreement was renewed for the second of four options beginning August 21, 2017 through August 20, 2018;

Whereas, the SCHOOL BOARD wishes to renew the Agreement for the third of four options beginning August 21, 2018 through August 20, 2019;

Whereas, the Parties further seek to amend the Agreement to provide additional funding for modular classroom relocation services;

Whereas, the Parties further seek to amend the Agreement to provide updated language for Public Records pursuant to Chapter 119, Florida Statutes;

Whereas, the Parties further seek to amend the Agreement to update MERCHANT TRANSPORT's legal requirements;

IN CONSIDERATION of mutual terms and conditions, promises and covenants hereinafter set forth SCHOOL BOARD and MERCHANT TRANSPORT agree as follows:



- 1.0** The Agreement for modular classroom relocation services dated August 21, 2015 is hereby renewed beginning August 15, 2018 through August 20, 2019.
- 2.0** MERCHANT TRANSPORT agrees and understands that it shall keep and maintain public records that ordinarily and necessarily would be required by the SCHOOL BOARD in order to perform the service to the Board under this Agreement. It further agrees that upon request from SCHOOL BOARD's custodian of public records, provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- a. MERCHANT TRANSPORT will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if MERCHANT TRANSPORT does not transfer the records to the SCHOOL BOARD.
  - b. Upon completion of the Agreement, MERCHANT TRANSPORT will transfer, at no cost, to the SCHOOL BOARD all public records in its possession or keep and maintain public records required by the SCHOOL BOARD to perform the service. If MERCHANT TRANSPORT transfers all public records to the SCHOOL BOARD upon completion of the Agreement, it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MERCHANT TRANSPORT keeps and maintains public records upon completion of the Agreement, it agrees that it will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SCHOOL BOARD, upon request from SCHOOL BOARD's custodian of public records, in a format that is compatible with the information technology systems of SCHOOL BOARD.
  - c. Failure of MERCHANT TRANSPORT to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where MERCHANT TRANSPORT has unlawfully refused to comply with the public records request within a reasonable time, SCHOOL BOARD shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

**d. IF MERCHANT TRANSPORT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.**

- 3.0** MERCHANT TRANSPORT agrees to the SCHOOL BOARD's published terms and conditions located at <https://www.palmbeachschools.org/purchasing/bids/purch/info/>
- 4.0** All other terms and conditions of the Agreement shall remain in full force and effect.

[This Space Left Intentionally Blank]

**IN WITNESS WHEREOF**, SCHOOL BOARD and MERCHANT TRANSPORT hereto have executed this Third Amendment to the Modular Relocation Term Bid, dated August 21, 2015 by their respective duly authorized officers on the respective dates by each signature. School Board of Palm Beach County, Florida signing by and through Chairman or Vice Chairwoman is authorized to execute same by Board Action on the 15<sup>TH</sup> day of August 2018.

**ITB NO.: 0-37-2015/HS**

**PROJECT: Modular Relocation Term Contract**

**CONTRACT NO.: 16C-50R**

**PALM BEACH TRUCKING LLC**  
**d/b/a MERCHANT TRANSPORT**

**THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA**

**Name (Print)** Jason Retterath

**Signature**

**Date**

**Date**

**Title**

**Attest (Name: Print)**

**Office Manager**

**Title**

**Date**

**Signature**

**Date**

**Chuck Shaw, Chairman**

**Date**

**Donald E. Fennoy II, Ed.D., Superintendent**

**Date**

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY.**

**Hollie N. Hawn, Esq. Attorney to the Board**

**Date**

**(Corporate Seal)**

**ATTACHMENT A**

**BID SUMMARY SHEET**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY**

**Construction Purchasing Department**

**All offers must be submitted electronically to [www.DemandStar.com](http://www.DemandStar.com).** Per the District request, DemandStar will not allow offers to be submitted after the closing date and time. Hard copy Bids will not be accepted. Please note that offers cannot be submitted until all attachments have been opened by the Firm submitting a Bid (some requiring completion) on [www.DemandStar.com](http://www.DemandStar.com). Allow plenty of time to complete your offer.

**BASIC MODULAR INSTALLATION**

Bids will only be accepted from those contractors in attendance at the Information/Mandatory Site Meeting.

**BASE BID FOR COMPLETION OF WORK SPECIFIED BY THIS INVITATION TO BID:**

1. 300 Ton Crane w/operator ..... Hrly/\$500. 8 HR Min. Per Day
2. 300 Ton Crane Freight In/Freight Out ..... Each/\$3,500.
3. Escort Vehicles ..... Hrly/\$65. Port-to-Port
4. Low Boy Trailer 40" long 12" wide w/driver..... Hrly/\$130. Port-to-Port
5. 4 Men Rigging Crews (Pull/Set) ..... Hrly/\$450. Port-to-Port
6. 1 Set of Rigging 50 ton capacity w/truck and driver..... Hrly/\$100. Port-to-Port
7. Forklift w/operator..... Hrly/\$85. Port-to-Port
8. Bobcat w/operator ..... Hrly/\$85. Port-to-Port

Four Thousand Nine Hundred Fifteen  
(PRICE IN WORDS)

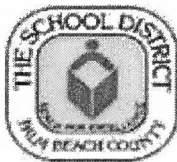
TOTAL \$ 4,915.

(FIGURES)

**Balance of Line**

1. 200 Ton Crane w/operator ..... Hrly/\$400.
2. 200 Ton Crane Freight In/Freight ..... Hrly/\$1,500.
3. DOT Road Rock (20 cu yd) ..... HCU YD/\$30.- Delivered
4. Overtime Rate – Saturday/Sunday ..... Hrly per 4 Man Crew/\$590.
5. 300 Ton Crane – no operator ..... Hrly/\$400.
6. 200 Ton Crane – no operator ..... Hrly/\$300.
7. Overtime Rate – Over 8, Sat & Sun (for all workers) ..... Hrly per Man - Hrly/\$35.

**School District of Palm Beach County FL**



**MODULAR RELOCATION QUOTE  
PROJECT NO: 0281-1401**

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**RESPONSES ARE DUE PRIOR TO:**

**MAY 6, 2015, 2:00 PM EST**

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**RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:**

**[www.Demandstar.com](http://www.Demandstar.com)**

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The School District of Palm Beach County is an Equal Education Opportunity Provider and Employer.  
**[http://www.palmbeachschools.org/purchasing/documents/Equity Coordinators.pdf](http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf)**



Dear Vendor:

The School District of Palm Beach County is requesting firm pricing to provide all equipment, personnel, and services necessary for performing all actions necessary in order to move four (4) concrete modular units from Manatee Elementary School to Sunset Palm Elementary School. This will include at a minimum performing all tasks necessary to each modular unit, at the donor site. Once the units are separated the contractor shall be responsible for securing the open side of the units prior to hoisting them onto a flat bed. The contractor shall be responsible for safely relocating the units to the final site (Sunset Palms ES). The contractor will be responsible for adjusting shims as necessary to provide a level surface. The units shall be placed back together in the appropriate orientation at Sunset Palms ES. The units will be required to be put flush with the front and back of the unit and up against its adjacent unit.

**ESTIMATED PROJECT BUDGET: \$50,000.00**

**PROCUREMENT SCHEDULE**

**Mandatory Site Inspection:** All Contractors must attend the Mandatory Site Visit. The work details are outlined in this Quote. A quote will NOT be accepted from any Vendor that has not attended the site inspections for these worksites.

The Mandatory Site Visit will be held on **April 30, 2014 at 2:30 pm** at the following location:

**Manatee Elementary School  
7001 Charleston Shores Blvd.  
Lake Worth, FL 33467**

**MEET IN THE FRONT OFFICE AND SIGN IN – PLEASE BE PROMPT**

**DIRECTIONS:** I-95 to Hypoluxo Rd. West. Turn left on Jog Rd. and goes to Lake Charleston Blvd. Turn right and go to Charleston Shores Blvd. Turn right and go .2 of a mile to school.

**Sunset Palm Elementary  
8650 Boynton Beach Blvd.  
Boynton Beach, FL 33437  
PLEASE BE PROMPT**

**DIRECTIONS:** I-95 to Boynton Beach Blvd. Head west on Boynton Beach Blvd. The school is on the southwest corner of Acme Dairy Road and Boynton Beach Blvd. (just west of the turnpike).

**Written Questions Due:** May 1, 2015, no later than 2:00 p.m. and shall be submitted to: Helen Stokes by email at [Helen.RinkerStokes@palmbeachschools.org](mailto:Helen.RinkerStokes@palmbeachschools.org)

**Final Addendum Issued:** May 4, 2015

**Bid Due:** May 6, 2015, NO LATER THAN 2:00 p.m. [www.DemandStar.com](http://www.DemandStar.com)

**QUOTES ARE TO BE SUBMITTED ELECTRONICALLY NO LATER THAN 2:00 P.M., EST, ON MAY 6, 2015 VIA WWW.DEMANDSTAR.COM**

**A. SCOPE OF WORK:** The purpose and intent of this Request for Quotes (RFQ) is to secure firm prices for Modular Relocations as specified herein.

**B. M/WBE PREFERENCE:** The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

The requirements to qualify for the M/WBE are to be certified either by the State of Florida\* or the School District of Palm Beach County. The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. \*See **Paragraph G, MINORITY BUSINESS PARTICIPATION** for complete detail.

- C. AWARD:** Contract will be awarded to the lowest quote from a responsive, responsible bidder after adjustments have been made for all preferences that may be applicable.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the first lowest responsible and responsive bidder being considered for award cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next lowest responsible and responsive bidder until an agreement is reached to meet the needs of the District.

Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the quote cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next lowest bidder's prices must remain the same as originally quoted and must remain firm for the duration of the contract.

- D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

- E. QUALIFICATIONS:** The bidder shall have maintained continual work experience in Concrete Modular Relocation for a period of three years prior to the quote date.

1. Copies of state or county licenses showing date business was opened.
2. Copy of incorporation papers showing date of opening.
3. A notarized statement affirming the opening date of the business.
4. A notarized statement affirming previous years of experience of the principals of the firm.

The bidder shall have an established business facility for contact by District personnel during normal working days.

- F. REFERENCES:** Complete the Reference Document and include at least three (3) references. This should include at least one reference from a customer who has been with you for a year or less, two references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

**G. MINORITY BUSINESS PARTICIPATION:** The Board strongly encourages the use of M/WBE's for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified M/WBE's can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/mwbe/>.

**H.** Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1528). The summary (FORM 1528) will be submitted with all requests for payment.

**I.** The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as an M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

**Industry Specific Classifications:**

To ensure compliance with program guidelines and intent, bidders/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

**The industry specific classification for this solicitation is:**

- Construction - African American owned firms

**Revenue/ Sales Size Standards for Industry Specific Classifications:**

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- \$7,000,000 (Seven million dollars) for Construction Services

**To verify eligibility of State of Florida M/WBE Certified Vendors :** Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

**J. SUBMITTAL OF QUOTE:** Omission of these documents shall be cause for the Quote to be declared non-responsive. **The Quote shall contain the following documents:**

1. Quote Summary Sheet and Addendum Acknowledgement (Attachment A)

2. **Drug Free Workplace Certification Form (Attachment B)**
3. **References (Attachment C)**
4. **Proof of Qualifications Statement**

1. All offers must be submitted electronically to Demandstar.com.
2. DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.
3. The Vendor Contact Information page on the DemandStar site has a required field "RFQ AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
4. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.
5. The District will only consider offers that have been uploaded and submitted prior to the quote closing date and time. Allow sufficient time to complete your offer.
6. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must submit your Response.

After clicking "Submit Response" the following process will begin:

- DemandStar will verify that your response is complete as entered.
- Your will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.

If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email [demandstar@onvia.com](mailto:demandstar@onvia.com). For additional information please go to: <http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf>

7. Hard copy quotes will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

**K. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:** The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

**L. PUBLIC RECORDS LAW:**

The Contractor will be required by contract to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

**Public Records Exemption:**

- 1) For purposes of this paragraph, “competitive solicitation” means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

**M. CONTRACTOR RESPONSIBILITIES:** The successful Contractor (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing, and permits, in compliance with all of the requirements set forth in the District Master Specifications, Florida Building Code, Florida Accessibility Codes and all other applicable Specifications.

Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction/replacement, according to local codes and School District’s satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor’s operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any school site and must be in compliance with all OSHA safety regulations. The District assumes no responsibility for act of theft or vandalism, which may occur while contractor’s equipment is located on any School District site.

Contractor shall provide for cost of temporary construction trailer if required by the District.

Contractor shall not inhibit access to school centers during pursuit of work specified herein.

Contractor shall leave work site in a neat and orderly fashion at the end of each work day.

During academic testing where the contractor will be prevented from working during normal school hours, there shall be no cost impact to the District. As of the release date of this Invitation to Bid, scheduled testing dates may fall within your construction schedule, you are asked to consult the Official School Calendar on the District website to confirm these dates.

<http://www.palmbeachschools.org/Community/Calendar.asp>



Contractor shall comply with all laws, ordinances, rules and regulations and orders of any public authority bearing on performance and conduct of specified work, including any environmental regulations. If any environmental situation arises it is the contractor's responsibility to notify the District representative to assure proper procedures are followed by contractor of any laws, ordinary rules, regulations and orders of any public authority.

Contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. Rubbish shall NOT be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The contractor shall be responsible for cleanup and disposal of any lead base material after contacting the District Representative.

Contractor or his representative, daily while on campus shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus unless prior written exception has been obtained.

Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs where overspray or dripping may occur to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property, and vehicles.

Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.

Contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.

Contractor shall be responsible to the District for the acts and omissions of their employees, sub-contractors and their owners and employees and any other persons performing any of the work under a contract with the contractor. Contractor shall remedy any and all damage to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the owner or of the contract or by test inspections or approvals required or performed by persons other than the contractor.

Contractor shall have an English-speaking, qualified supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf. Name, phone number and email address for each English speaking, on-site supervisor, must be submitted prior to start of work.

Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed in identifiable uniforms) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.

Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site in accordance with specifications herein and all attachments.

Contractor shall implement the following procedures Pursuant to School Board Policy 7.197:

**Durable and Reusable Products** – Wherever possible the Contractor will reduce the use of non-recyclable materials and products and promote the use of durable and reusable products.

Construction Related Materials – During construction projects, the amount of “attic stock” paints, floor tiles, ceiling tiles, and other building materials left onsite by the contractor shall be minimized to the greatest extent practical.

Construction and Demolition Debris – The Contractor will, to the greatest extent possible, require that all construction and demolition materials (including concrete and metal) be reused or recycled in an appropriate manner.

Contractor shall provide a construction work schedule and submit it to the School District designated contact person. The schedule shall include estimated commencement and completion dates.

The contractor shall provide an emergency after-hour phone number and contact person.

All contractors awarded projects under this Bid will be issued identification badges and must sign in and out in the school’s main office during normal working hours at each School District site.

Each school has a book located in the main office identifying areas that contain asbestos. Should any vendor/employee in the performance of this contract encounter materials that they suspect are embedded with asbestos, they should:

1. Stop all work at the site and do not disturb the area of suspicion.
2. Call the appropriate Project Manager or District contact person and advise them of the discovery.
3. Await instructions from District personnel prior to proceeding.

**N. USE OF OWNERS FACILITIES:** Should the School District Staff distribute any facility keys to the Contractor in furtherance of their Work, the Contractor shall sign for each and every key, and shall return same key(s) within five (5) business days subsequent to final inspection of the Work for each Project. Should the Contractor not return any and all facility key(s) within five (5) business days subsequent to final inspection of the Work then the Contractor shall be responsible and liable for any and all damages to the Owner, including consequential damages resulting from the non-return of same keys including, but not limited to the cost of rekeying of any and all facility door locks, theft, vandalism or the like.

Should the School District Staff distribute any personal property to the Contractor in furtherance of their Work, then the contractor shall sign for each and all personal property, and shall return same personal property within five (5) business days subsequent to final inspection of the Work for each Project. Should the Contractor not return any and all personal property within five (5) business days subsequent to final inspection of the Work then the Contractor shall be responsible and liable for any and all damages to the Owner, including consequential damages resulting from the non-return of same personal property.

**M. INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:

1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
2. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
3. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
4. claims by third parties (including, but not limited to, Contractor’s employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor’s provision of services to the School

Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

The School Board shall defend, indemnify, and hold harmless the School District and its officers, agents, and employees from any and all claims, damages, suits, attorneys' fees, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever that arise out of any acts or omissions in the School Board's performance of this Agreement.

Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

**N. LOCAL BUSINESS TAX RECEIPT (formerly Occupational License) / CERTIFICATE OF COMPETENCY:** By submitting a quote, each bidder certifies that they possess a current certificate of competency issued by the State of Florida or the Palm Beach Construction Industry Licensing Board or a Local Business Tax Receipt issued in Palm Beach County. A photocopy of the license or certificate may be requested by the Purchasing Department if bidder is being considered for award.

**O. LICENSES:** Vendor shall possess and maintain all applicable licenses required to perform any and all work as specified herein and MUST include licenses with response to this quote.

**P. SUB-CONTRACTING:** If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

**Q. VARIANCES:** State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified. Refer to attached "Variances Document".

**R. ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

**S. ANTI-DISCRIMINATION:**

The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for

all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

**T. INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Construction Purchasing Department by email (Helen.Rinkerstokes@palmbeachschools.org), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.** The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. **RIGGER LIABILITY MOTOR TRUCK CARGO:** Provide Rigger Liability Motor Truck Cargo Insurance with limits no less than One Million dollars, (\$1,000,000.00) the company must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better with A.M. Best Company.
5. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to Consultant's operations for any school or ancillary owned by the School Board of Palm Beach County.

**U. THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees nor agents shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent nor representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

**V. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.



Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

**W. PLACING AN OFFER:** All offers (Quotes) must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph H.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

**X. PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed.

The District's payment terms are net 30 days; however, the District will accept terms for early payment.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice delivered and signed off on by Maintenance and Operations Staff.

**Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:**

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to [apinvoice@palmbeachschools.org](mailto:apinvoice@palmbeachschools.org). That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

**Z. CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.

**AA. PROJECT SPECIFIC SPECIFICATIONS: CONTRACT REQUIREMENTS:**

**1. General Scope:**

- A. Contractor shall be responsible for obtaining any and all FDOT permits for transporting each modular (each half weighs between 80,000 lbs. and 100,000 lbs.).
- B. Contractor shall be responsible for removing necessary interior improvements to split the units in half for safe transport. Ceiling tiles shall be saved and moved to the new site as necessary. The contractor will be responsible for accommodating any and all air conditioning ducts that may cross the matte line of the two units for safe transport.

Any additional work required to separate the units while maintaining the integrity of the building and its amenities shall be the responsibility of the contractor.

C. The disconnecting of the electrical and plumbing of the units is not required by the transporting contractor.

D. The contractor shall be responsible for securing the open half of the unit from the floor to the I beam above the ceiling. They shall also be responsible for providing any and all equipment necessary to lift the units onto an appropriate device for safe and secure transportation of each unit to Sunset Palms Elementary School.

E. The contractor shall be responsible for safe and secure transport of each unit from Manatee Elementary School to Sunset Palms Elementary School.

F. The awarded bidder shall be responsible for properly placing the units on the newly constructed foundation and adjusting the shims as necessary to ensure a level surface. The contractor shall ensure to the best of their ability that the two halves of the unit are flush with each other front and back. The inside flooring shall be flush with each half to the best of the contractors ability (less than 1").

G. The contractor shall be responsible for removing any and all equipment necessary for moving the units, once the unit is completely set.

H. The contractor shall not be responsible for sealing units.

Bidders are required to visit the facility and verify all conditions and product specifications before submitting a bid. At the time of the site walk-through, clarification and all discrepancies shall be brought to the attention of the School District. Upon notification that a discrepancy may exist and/or that clarification is required, the District's representative will submit a written addendum to this bid and the addendum notification will be issued to each bidder who was present at the site meeting. The information in the addendum(s) as well as the information in the Bid must be considered in your response to this Bid.

**B. TERM OF CONTRACT:** The term of this contract shall be completed no later than the end of the day on **May 26, 2015**.

**C. PERMITS:** Contractor shall be required to pull any and all applicable permits from any state, district, county, or municipal authority in pursuit of performance of this bid. All work will be accomplished in strict accordance with specifications set forth herein, and all applicable codes, ordinances and permits.

**D. RESTROOM FACILITIES:** The contractor shall be responsible for placement, maintenance, and removal of on-site restroom facilities.

**ATTACHMENT A**

**QUOTE SUMMARY SHEET**

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
Construction Purchasing Department**

All offers must be submitted electronically to www.DemandStar.com. Per the District request, DemandStar will not allow offers to be submitted after the closing date and time. Hard copy Bids will not be accepted. Please note that offers cannot be submitted until all attachments have been opened by the Firm submitting a Bid (some requiring completion) on www.DemandStar.com. Allow plenty of time to complete your offer.

**MODULAR RELOCATION QUOTE  
PROJECT NO. 0281-1401**

Bids will only be accepted from those contractors in attendance at the Mandatory Site Visit.

**ITEM 1:  
BASE BID FOR COMPLETION OF WORK SPECIFIED BY THIS INVITATION TO BID:**

\_\_\_\_\_  
(PRICE IN WORDS) TOTAL \$ \_\_\_\_\_  
(FIGURES)

The following Addenda, if any, were received:

No: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initials: \_\_\_\_\_  
No: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initials: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Current License #

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
City, State, Zip

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