

Palm Bay Education Group, Inc.

INVITATION TO BID

SUBMIT BID TO:

Palm Bay Education Group, Inc.
1104 Balboa Avenue
Panama City, Florida 32401

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY PALM BAY EDUCATION GROUP, INC. (HEREINAFTER "PALM BAY"). PALM BAY MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE Reconstruction of Palm Bay Schools

BID NO.: 19-004

BIDS WILL BE OPENED 3:00 P.M. (CST), March 7, 2019 and may not be withdrawn during the 90 calendar days following such date and time.

PALM BAY AGENT (NAME & TELEPHONE NO.):

Carla Lovett, 850-215-0770

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: _____

TYPED/PRINTED NAME OF AUTHORIZED AGENT: _____

ADDRESS: _____

PHONE NO: () _____
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: _____

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify

that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to Palm Bay, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom Palm Bay (on the basis of Palm Bay's evaluation as hereinafter provided) makes an award. The term "Palm Bay" refers to the Palm Bay Education Group, Inc.. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. Palm Bay does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Palm Bay, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to Palm Bay, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Palm Bay,

or who is deemed responsible or unreliable by Palm Bay.

3.2 As part of the Bid evaluation process, Palm Bay may conduct a background investigation including a record check by the Panama City Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. Palm Bay shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify Palm Bay of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The

determination of equivalency shall rest solely with Palm Bay. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, Palm Bay prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to Palm Bay to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by Palm Bay in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by Palm Bay as having received the Bid documents. The issuance of a written addendum by Palm Bay shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to Palm Bay shall include but not be limited to those discounts normally extended to not-for-profit corporations.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by Palm Bay.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 Bidder shall comply with all state and federal standards and requirements regarding the transport,

use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR Reconstruction, Palm Bay Schools", OPEN: February 25, 2019 at 3:00 p.m. CST and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to Palm Bay for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of Palm Bay and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of Palm Bay.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10 BID FORMS

- 10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
- 10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.
- 10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Palm Bay and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Palm Bay by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, Palm Bay reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 12.2 Palm Bay reserves the right to reject the Bid of any Bidder if Palm Bay believes that it would not be in the best interest of Palm Bay to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Palm Bay.
- 12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.
- 12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

- 13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.
14. BIDS TO REMAIN OPEN
- 14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but Palm Bay may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between Palm Bay, the successful Bidder and the surety, if any, for the successful Bidder.
15. AWARD OF CONTRACT
- 15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by Palm Bay indicates to Palm Bay that the award will be in the best interests of Palm Bay and not necessarily to the lowest Bidder.
- 15.2 Criteria utilized by Palm Bay for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
 - (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
 - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
 - (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
 - (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
 - (f) Price.
- 15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by Palm Bay. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of Palm Bay.
16. OPEN-END CONTRACT
- 16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. Palm Bay reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.
- 16.2 ORDERING: Palm Bay reserves the right to purchase commodities/services specified herein through Contracts established by governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, Palm Bay reserves the right to obtain such delivery from others without penalty or prejudice to Palm Bay or to the Bidder.
- 16.3 CONTRACT PERIOD: The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate two (2) years from that date. Palm Bay may renew this Contract for two (2) two (2) year periods subject to Bidder acceptance, satisfactory performance, and determination that renewal will be in the best interest of Palm Bay. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.
17. INSURANCE
- 17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for Palm Bay as determined by Palm Bay. The successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award. No award will be recommended until a written determination is made by Palm Bay that the proof of insurance submitted by the Bidder is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of Palm Bay if circumstances warrant.
18. TAXES
- 18.1 The successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.
19. AUDIT RIGHTS
- 19.1 Palm Bay reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by Palm Bay. If required by Palm Bay, the successful Bidder agrees to submit to an

audit by an independent certified public accountant selected by Palm Bay. The successful Bidder shall allow Palm Bay to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of Palm Bay or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of Palm Bay who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form
- (c) Non-Collusive Affidavit
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (e) Qualification Statement, if required by the Special Conditions.
- (f) Bid Security, if required by the Special Conditions.
- (g) Certificate(s) of Insurance, if required by the Special Conditions.
- (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.