

# Invitation to Bid (ITB)



**"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."**



## **Deerlake Middle School Gutter Replacement Project**

### **ITB 2419-2025**

ITB Released: March 25, 2024

Deadline for Questions\*: April 11, 2024

Bids Due\*: 2:00 p.m. on April 22, 2024

Debbie Bates

Procurement Officer

Leon County Schools

Facilities and Construction Department

3397 West Tharpe Street

Tallahassee, Florida 32303

\*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

# ITB Timeline

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	March 25, 2024	District Website <a href="https://www.leonschools.net/Page/4233">https://www.leonschools.net/Page/4233</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Mandatory Pre-Bid Conference	April 9, 2024 1:30 p.m.	Deerlake Middle School 9902 Deerlake West, Tallahassee, Florida 32312
Written Questions Due	April 11, 2024	Submit to: Debbie Bates, Procurement Officer Subject: ITB 2419-2025, Deerlake Middle School Gutter Replacement Project Email: <a href="mailto:batesd@leonschools.net">batesd@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	April 15, 2024	District Website <a href="https://www.leonschools.net/Page/4233">https://www.leonschools.net/Page/4233</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Sealed Bids Due and Opened	April 22, 2024	Submit to: Leon County Schools Purchasing Department Attn: Debbie Bates, Procurement Officer ITB 2419-2025, Deerlake Middle School Gutter Replacement Project 3397 West Tharpe Street Tallahassee, FL 32303* *Also, the location for the Response Opening
Anticipated Date of District Advertisement of Notice of Award Recommendation	May 14, 2024	District Website <a href="https://www.leonschools.net/Page/4233">https://www.leonschools.net/Page/4233</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>

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# SECTION 1: Key information



## 1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the "District") is seeking proposals (Bids) from available and qualified firms (Bidders) to provide kitchen and food service equipment, in accordance with these Specifications.

- a. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.

## 1.2 Bidder Qualifications



Bidder shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. Bidder must have a minimum of three (3) years of experience providing gutter replacement of the same or similar nature and completed projects of like scope and size contemplated by this ITB; and
- b. Bidder must be duly licensed to conduct business in the State of Florida; and

## 1.3 How to Contact us (Procurement Rules and Information)



- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website at <https://www.leonschools.net/Page/4233> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.

- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**  
**Name:** Debbie Bates, Facilities and Construction Analyst  
Facilities and Construction Department  
Leon County Schools  
3420 West Tharpe Street  
Tallahassee, FL 32303  
**Telephone: (850) 617-5977**  
**Email:** [batesd@leonschools.net](mailto:batesd@leonschools.net)
- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



## 1.4 Developing Your Bid

- a. This ITB is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
  - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
  - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
  - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.
- f. Bidders must use Attachment I, Price Sheet, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.

- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District shall reject any and all Bids that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Bid rejected for failure to meet these requirements will not be evaluated further:
  - 1. The Bidder's Bid shall demonstrate that it has a minimum of three (3) years of experience providing gutter replacement of the same or similar nature and completed projects of like scope and size contemplated by this ITB.;
  - 2. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
  - 3. The Bidder shall complete and submit the following:
    - a. Attachment I, Price Sheet,
    - b. Attachment II, Notice of Conflict of Interest,
    - c. Attachment III, Bidder Contact Information, and
    - d. Attachment IX, Documentation of Business Experience.



## 1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Bids submitted via email or fax.**
- b. Bidders must mail or otherwise deliver their Bids to the following address:  
**Leon County Schools Purchasing Department**  
 ITB 2419-2025, Deerlake Middle School Gutter Replacement Project  
 Attn: Debbie Bates, Procurement Officer  
 3397 West Tharpe Street  
 Tallahassee, FL 32303
- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. **Late Bids will not be accepted.**



- d. Submit one (1) signed, original, and two(2) copies.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and two (2) redacted copies.
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



## 1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.

## 1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing so, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.

## 1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4233> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

**Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.



## 1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [Bidprotests@leonschools.net](mailto:Bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

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## **SECTION 2: Scope of Work**

### **2.1 Background**

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12<sup>th</sup> grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers specialized technical training programs for higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

### **2.2 Procurement Overview**

Through this solicitation, the District is seeking competitive Bids to provide gutter replacement to the District at Deerlake Middle School.

The District will work with the Successful Bidder(s) to execute a purchase order for services soon after the award of this ITB. Successful Bidder must have the ability to begin gutter replacement on or before June 1, 2024.

### **2.3 Contract Term**

Upon award by the School Board, the Purchasing Department will issue a purchase order(s) for any supplies, equipment, or services as a result of this ITB. The ITB and the corresponding purchase order(s) will constitute the complete agreement between the successful Bidder and the School Board. Unless otherwise stipulated in the ITB or agreed to in writing by both parties, no other Contract documents shall be issued or accepted.

The purchase order resulting from this Bid shall be in effect on or about May 15, 2024, after Board approval with the work to begin upon Notice to Proceed and substantially completed within thirty days.

### **2.4 Scope of Work**

The District requires services to provide and install gutter replacement at Deerlake Middle School. The Contractor's work shall meet all requirements specified in Exhibit I, Deer Lake Middle School Gutter Plans of this ITB.

The Successful Bidders is responsible for providing a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation.

- a. Drawings are provided for general direction but Building #3 is an exemplary to be matched.
- b. Buildings partial 1, 2, 4, 5 6, partial 7 and 8.
- c. All labor and materials, scaffolding and general conditions are to be provided by winning bidder.

- d. Winning bidder to provide a clean and safe work space for the employees and students at Deerlake Middle School.
- e. Remove existing gutters, splashguards, metal brick caps and downspouts.
- f. Remove any wood nailer not able to be re-used.
- g. Cut and remove any brick ties in the way of work.
- h. Remove existing downspout tie-ins to the existing underground drainage.
- i. Install wood pressure a treated nailer unit on top of brick and attach to block wall. Use stainless or galvanized fasteners.
- j. Fabricate and install new continuous flashing/brick cap.
- k. Fabricate and install new aluminum seamless gutters.
- l. Fabricate, install and seal metal cap to cover over the existing gutter pocket in the brick walls.
- m. Fabricate and install new downspouts. Modify and tie-in existing drainage to facilitate the new down spot location.
- n. Provide and install new splashguards
- o. Clean up any debris from the Jobsite on a daily basis and at the final.

## **2.5 Drawings and Submittals**

Attached as Exhibit I, Deer Lake Middle School Gutter Plans of this ITB

## **2.6 Pricing**

The District is requesting a total base bid price using Attachment I, Price Sheet. The Contractor shall include in their cost all labor, materials, equipment, tools, transportation, and any other facilities and services required for the proper execution and completion of the work as specified herein. The price is not subject to any material or labor escalation for the duration of the Project.

## **2.7 Mandatory Pre-Bid Meeting**

Mandatory Pre-Bid Conferences and Site Visits will be held:

On Tuesday, April 9, 2024 at 1:30 p.m., at Deerlake Middle School 9902 Deerlake West, Tallahassee, Florida 32312.

Attendance at these site visits is mandatory for consideration for the location you are submitting a Bid. Each Bidder shall have a maximum of two (2) representatives. They are to meet at the site in the front office and document attendance on the conference "sign-in" sheet. Attendees and Project Coordinator will inspect the site. Questions will be answered at that time; however, verbal answers are not binding on the Leon County School Board. Only those questions subsequently submitted in writing during the question and answer period, and answered through an addendum to this ITB will be considered binding upon the Board.

## **2.8 Permits**

Contractor shall apply for and obtain any and all such permits and regulatory approvals as may be required by the Board or any other governmental or administrative agency, in order to legally complete the work required hereunder, and by signing and returning their Bid, Contractor acknowledges that the cost thereof has been included in the base price.

## **2.9 Safety**

Contractor and its employees must comply with the Board's safety policies. Contractor is responsible to adhere to all OSHA Job Safety Requirements include the use of all PPE (personal protective equipment) for staff.

## **2.10 Performance and Payment Bonds**

The Performance and Payment Bonds shall be secured from any agency of a surety or insurance company who shall have an established place of business in the State of Florida and be duly licensed to conduct business there. It is to be furnished as prescribed in Section 255.05 and 1013.47, Florida Statutes. In the event the Contract is awarded to the Bidder, Bidder shall, within eight (8) Owner business days after the award by the Owner of the Contract, furnish the required Performance and Payment Bonds.

## **2.11 Property Damage**

The Contractor will be responsible to repair or replace, to the Leon County School Board's satisfaction, any damage caused in pursuit of the work specified herein. Such repairs will be at the sole expense of the awarded Contractor.

## **2.12 Quality**

All materials used must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply.

## **2.13 Contact Person**

The successful Vendor shall be notified of the name and phone number of the Project Coordinator person. Only the Project Coordinator may authorize changes to the scope of work.

## **2.14 Warranties**

The Contractor warrants that all provided commodities and contractual services are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. The Contractor warrants the commodities and contractual services are suitable for and will perform per the ordinary use for which they are intended. The Contractor must agree to assist the District in resolving any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the warranty will be passed on to the District.

## **2.15 Performance Monitoring**

The District may utilize any or all of the following methodologies in monitoring the Successful Proposer(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews of work performed;
- Documentation/review of timely response to work requests;
- Documentation/review of timely completion of work as assigned; and
- Documentation/review of invoices.

The Contract Manager will provide a written monitoring report to the Successful Proposer within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail

to provide the Successful Proposer(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report the Successful Proposer shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Proposer. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Successful Proposer shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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## SECTION 3: Procurement Rules and Information

### 3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Attachment I, Price Sheet, indicating pricing for the services as detailed.
- b. Completed Application for Vendor Status\* and associated forms  
<https://www.leonschools.net/cms/lib/FL01903265/Centricity//Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20MAY%202023.pdf>;
- c. Attachment II, Notice of Conflict of Interest
- d. Attachment III, Bidder Contact Information
- e. Attachment IV, Local Preference Affidavit (if applicable)
- f. Attachment V, Subcontracting Form (if applicable)
- g. Attachment VI, Drug-Free Workplace Certification (if applicable)
- h. Attachment VII, Certification Regarding Debarment
- i. Attachment VIII, Certification Regarding Lobbying
- j. Attachment IX, Documentation of Business Experience

**\*Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

### 3.2 Basis of Award

The District intends to issue an award to the one Responsible Bidder, who provides the lowest Total Price. The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8.

In the event the Responsible Bidder with the lowest Total Price is found non-responsive, the District may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Total Price and continue the award process. Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

### 3.3 Advertising Notice of Board Decision

The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this ITB. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

### **3.4 No Prior Involvement and Conflicts of Interest**

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

### **3.5 Confidentiality, Proprietary, or Trade Secret Material**

The District takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

### **3.6 Florida Preference**

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive  
Page 19 of 45 vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the



state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a). A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

### **3.7 Small Business Participation**

This ITB is subject to the small business development provisions specified in Board Policy 6325.

### **3.8 Local Business Preference**

This ITB is subject to the local preference provisions specified in Board Policy 6450.

## **SECTION 4: Contract Terms and Conditions**

### **4.1 Contract Modifications**

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

### **4.2 Use by Other Public Agencies**

Pursuant to their own governing laws and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

### **4.3 Travel Expenses**

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

### **4.4 E-Verify**

Per Executive Order 11-116, "The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the Contract registers with and uses the E-Verify system per Section 448.095, F.S.

#### **4.5 Subcontracts**

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **4.6 Background Screening Requirements/Jessica Lunsford Act**

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

##### **District Contact**

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: [kimblerd@leonschools.net](mailto:kimblerd@leonschools.net)

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

## 4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1 General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2 Workers Compensation: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.3 Auto Liability: Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: "(Contractor Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition."
- 4.7.4 Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.5 Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of the award of the Contract.
- 4.7.6 Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
  - 4.7.6.1 All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Leon County, Florida.
  - 4.7.6.2 Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St., Tallahassee, FL 32303
  - 4.7.6.3 The School Board of Leon County, Florida, reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein throughout the term of this agreement
- 4.7.7 Cancellation of Insurance: Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two (2) business days if required insurance is canceled.

## 4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractors without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### **4.9 Independent Contractor Status**

The Successful Bidder shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.10 Contact with Students**

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent Contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

#### **4.11 Assignment**

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

#### **4.12 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **4.13 Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### **4.14 Reservation of Rights**

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

#### **4.15 Americans with Disabilities Act**

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

#### **4.16 Employment of District Personnel**

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### **4.17 Legal Requirements**

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.18 Conflict of Law and Controlling Provisions**

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

#### **4.19 Default**

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

## **4.20 Termination**

### **4.20.1 Termination at Will**

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

### **4.20.2 Termination for Cause**

Performance issues will be handled per Section 2.6 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

### **4.20.3 Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

### **4.20.4 Termination for Lack of Funds**

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

### **4.20.5 Contract Termination Requirements**

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

## **4.21 Public Records**

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of

public records, provide the District 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, F.S., or as otherwise provided by law; (c) 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 Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net), (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.**

#### **4.22 Indemnification**

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **4.23 Disputes**

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

## 4.24 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-Contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the definition of "funding agreement" under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).



- i. Federal Debarment Certification (2 CFR Part 200.326(l)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
  - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
  - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  - 2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.
- l. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

#### **4.25 Anti-Discrimination**

No person shall, on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

#### **4.26 Discriminatory Vendor List**

Per the provisions of 287.134(2)(a), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

#### **4.27 Public Entity Crime & Convicted Vendor List**

Per the provisions of 287.133 (2)(a), F.S. "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subContractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### **4.28 Scrutinized Companies Certification**

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

## 4.29 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

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## SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

<b>Adjacent County</b>	Any private independent vendor whose county (Gadsden, Wakulla and Jefferson) abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
<b>Business Day</b>	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
<b>Contract</b>	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
<b>Contract Manager</b>	The District representative, or their designee, who is responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
<b>District/Board (LCS)</b>	Leon County School District, with the Leon County School Board serving as the contracting entity
<b>District Project Manager</b>	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
<b>Mandatory Responsiveness Requirements</b>	Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
<b>Material Deviation(s)</b>	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
<b>Minor Irregularity</b>	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
<b>Bidder</b>	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
<b>Responsible Bidder or Vendor</b>	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
<b>Responsive Bid</b>	A Bid submitted by a Responsible Bidder which conforms to all material aspects of this ITB.
<b>Service Provider Identification Number (SPIN)</b>	A SPIN is a unique nine-digit number assigned to service providers by USAC when an FCC Form 498 is filed. This number is also known as the service provider's 498 ID. A vendor may have more than one if the business units are separated by state, type of service, or for other reasons. One SPIN/498 ID is required to participate in the Schools and Libraries Program.
<b>Subcontract</b>	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
<b>Successful Bidder(s) or Contractor</b>	The Bidder(s) who are awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.

Deerlake Middle School Gutter Replacement Project

**Attachment I**  
**Price Sheet**

ITB No. 2419-2025

**Deerlake Middle School Gutter Replacement Project**

Description	Total Bid Price
Total cost of gutter replacement as specified.	\$ _____

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

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
Authorized Representative Name (Printed)

\_\_\_\_\_  
Authorized Representative Title

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

\_\_\_\_\_  
Date

**Attachment II**  
**Notice of Conflict of Interest**

(Bidders shall complete either Section 1 or Section 2.)

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

Solicitation Number: ITB 2419-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

**Section I**

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<b>Authorized Representative (Signature)</b>	<b>Authorized Representative (Print)</b>

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**Section 2**

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Bid Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____
<b>Authorized Representative (Signature)</b>	<b>Authorized Representative (Print)</b>

_____
<b>Date</b>

### **Attachment III** **Bidder Contact Information**

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
<b>Name:</b>		
<b>Title:</b>		
<b>Street Address:</b>		
<b>City, State, Zip code</b>		
<b>Telephone: (Office)</b>		
<b>Telephone: (Cell)</b>		
<b>Email:</b>		

<b>Company Name</b>	<b>Authorized Representative (Signature)</b>	<b>Date</b>
<b>FEIN #</b>	<b>Authorized Representative (Printed)</b>	

**Attachment IV**  
**Local Preference Affidavit**

To qualify for the Local Vendor Preference, a Bidder must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening. The Bidder, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

**Bidder Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Phone of Local Location:** \_\_\_\_\_

**Length of Time at this Location:** \_\_\_\_\_ **# of Employees at this Location:** \_\_\_\_\_

**Is your business certified as a small business enterprise through Leon County Schools?** \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**Authorized Representative (Print)**      **Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification \_\_\_\_\_



**Attachment V**  
**Subcontracting Form**

The Bidder shall complete the information below on all subContractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subContractor(s) but provides the District with information on proposed subContractors for review.

**Complete a separate sheet for each sub-contractor.**

Prime Bidder Name: \_\_\_\_\_

Type/Description of Goods or Service SubContractor will provide:

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SubContractor Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Currently Registered as a Small Business with Leon County Schools?                      Yes \_\_\_\_\_ No \_\_\_\_\_

Local Bidder per PO6450?                      Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subContractor based on the specifications or scope of services outlined in this solicitation.

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**Attachment VI**  
**Drug-Free Workplace Certification**

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that.

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**Name of Business**

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

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

Authorized Officer (Printed Name) \_\_\_\_\_

Authorized Officer (Signature) \_\_\_\_\_

Date \_\_\_\_\_

**Attachment VII**  
**Certification Regarding Debarment, Suspension,**  
**Ineligibility and Voluntary Exclusion AD-1048**

**Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Attachment VIII**  
**Certification Regarding Lobbying**  
**For Contracts, Grants, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_

Date: \_\_\_\_\_

(Signature of Official (Executive Director) Authorized to Sign Application)

By \_\_\_\_\_

Date: \_\_\_\_\_

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For \_\_\_\_\_

Name of Grantee

\_\_\_\_\_

Title of Grant Program

**Certification Regarding Lobbying  
Attachment VIII  
ITB 2419-2025  
Deerlake Middle School Gutter Replacement Project**

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**1. Type of Federal Action**

- ☐ a. Contract  
☐ b. Grant  
☐ c. Cooperative Agreements  
☐ d. Loan  
☐ e. Loan Agreement  
☐ f. Loan Insurance

**2. Status of Federal Action**

- ☐ a. Bid/offer/application  
☐ b. Initial award  
☐ c. Post-award

**3. Report Type**

- ☐ a. Initial filing  
☐ b. Material changes

For a material change only:

Year: \_\_\_\_\_ Quarter: \_\_\_\_\_

Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime**

☐ Prime ☐ Subawardee ☐ Tier if known

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Congressional District, if known \_\_\_\_\_

Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

\_\_\_\_\_

\_\_\_\_\_ CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known** \_\_\_\_\_

**9. Award Amount, if known** \_\_\_\_\_

**10. a. Name and Address of Lobbying Registrant: if individual, last name, first name, MI**

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

**10. b. Individuals Performing Services: including address if different from 10.a.**

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

**11.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (ITB) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number

**Attachment IX**  
**DOCUMENTATION OF BUSINESS EXPERIENCE**

The Bidder shall complete this form to demonstrate it meets the minimum qualifications outlined in Section 1.4(j) Mandatory Responsiveness Criteria of this solicitation. Failure to provide information demonstrating that the Bidder has met the criteria will cause the Bidder to be deemed non-responsive.

**A. Company Profile**

Bidder's Company Name:

Bidder's Taxpayer ID Number:

Number of Years in Business:

Number of Employees:

Contact Person:

Contact's Telephone Number:

Contact's Email Address:

List of Owners/Partners:

Other Pertinent

Company Information:



**B. Previous Project List**

List a minimum of three (3) projects completed by the Bidder in the past three years providing services of similar size and scope as contemplated in this solicitation. Use additional sheets if necessary.

<b>Project Name and Owner's Name</b>	<b>Description of Project (include size and scope)</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Project Owner/ Manager Name, Phone, and Email</b>

**Exhibit I**

**Deer Lake Middle School Gutter Plans**

# NOTES

Exhibit I Deer Lake Middle School

Gutter Plans

DEMOLISH

RE-USE EXISTING NAILER

AS MUCH AS IS POSSIBLE

MAINTAIN INTEGRITY OF  
ROOF PANEL - ROOF PANEL  
EDGES

LOADMASTER

METAL  
PANEL

PROFIVE CLOSURE  
SET IN  
SEALANT

5"

2"

6"

5"

1 1/2"

MESH

CONT.  
SEALANT

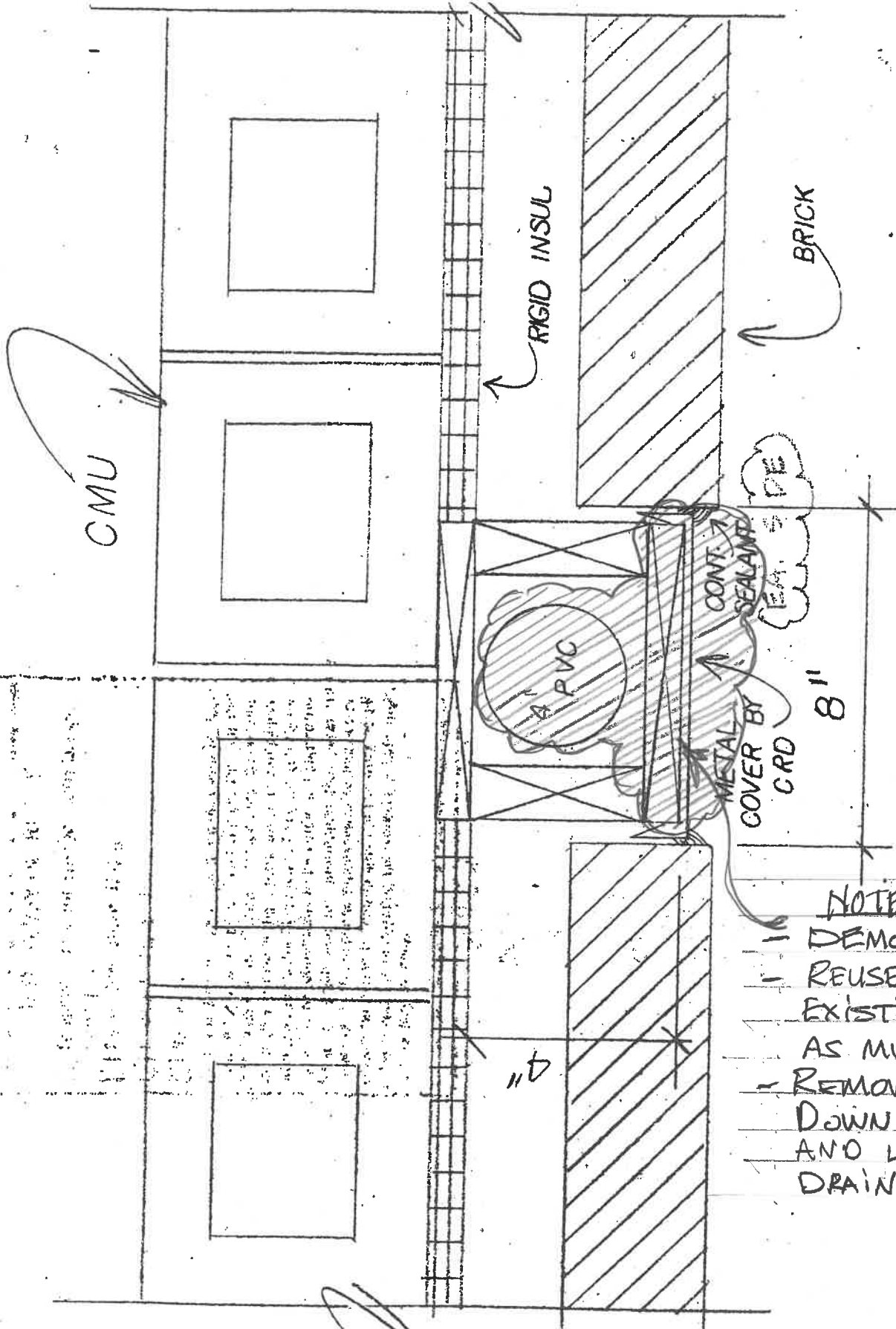
1  
Pg 2

EXISTING CONDITION - SCALE 3" = 1'-0"

DEER LAKE MIDDLE - GUTTERS

3/8/24 TFS

PAGE-1/4



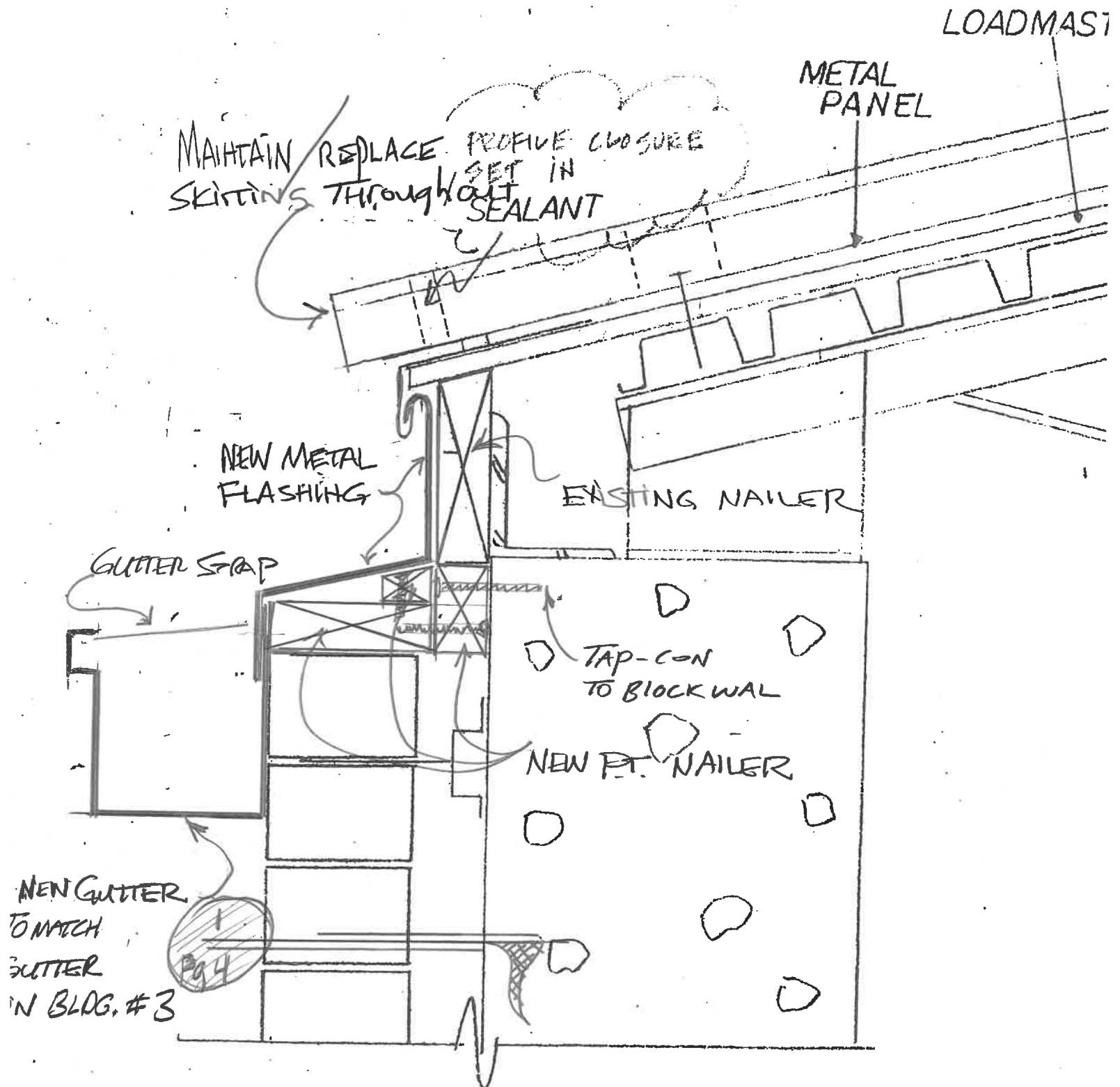
- NOTES**
- DEMOLISH
  - REUSE OTHER EXISTING NAILER AS MUCH AS POSSIBLE.
  - REMOVE PVC DOWN SPURT AND LOWER DRAIN CONNECTOR.

EXISTING CONDITION - SECTION I - SCALE 3" = 1'-0"

DEER LAKE MIDDLE - GUTTERS

3/8/24 TFS -

PAGE - 2/4



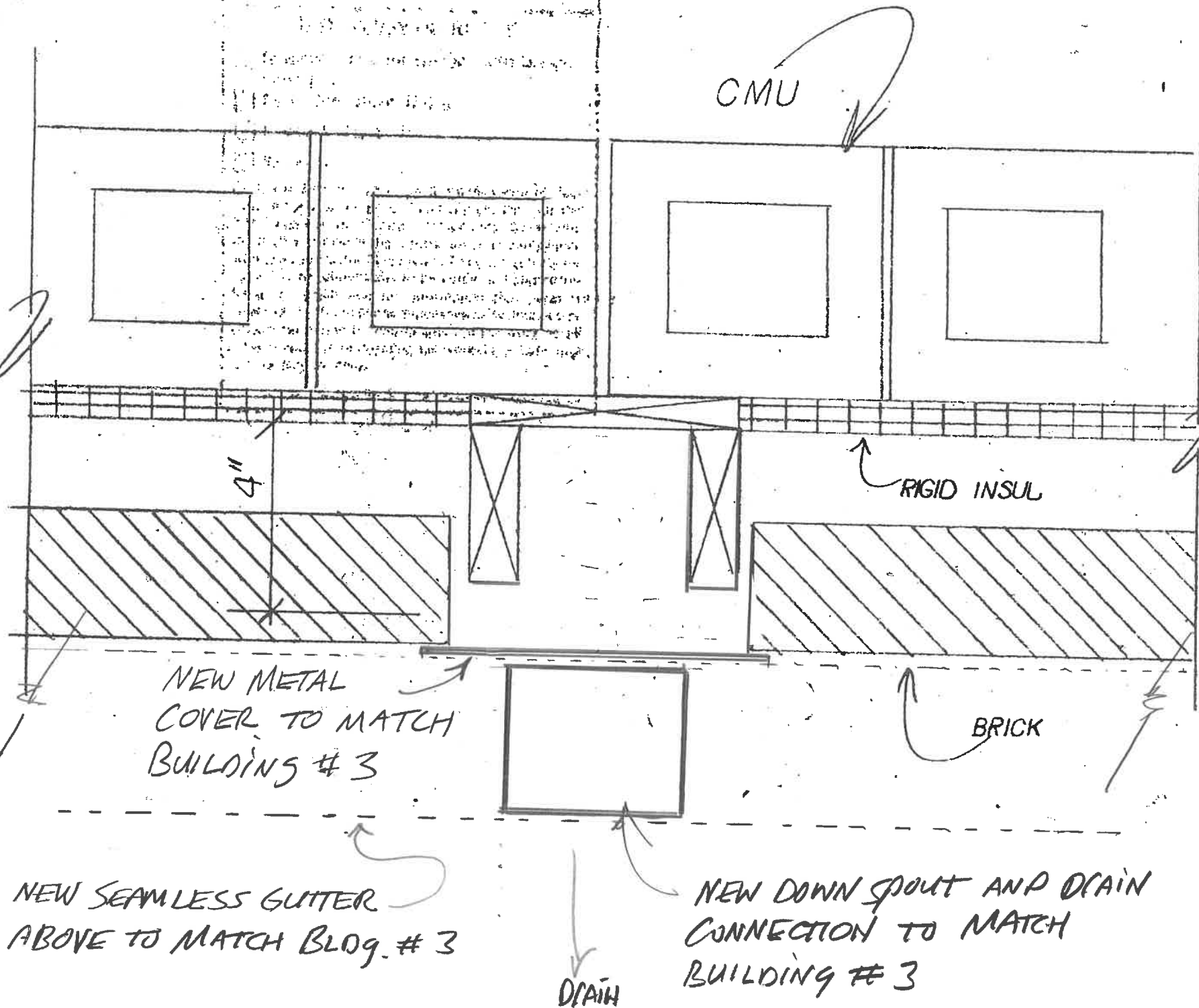
NEW CONDITION - SCALE 3" = 1'-0"

DEER LAKE MIDDLE - GUTTERS 3/8/24 TFS.

PAGE - 3/4

DEER LAKE MIDDLE - GUTTERS 3/8/24 TFS.

NEW CONDITION - SECTION 1 - SCALE 3" = 1'-0"



PAGE - 4/4

