May 1, 2019

Aptitude Associates, Inc
Quantum Mechanical, LLC
Shifting Gears, LLC
Tech X Services, LLC

RE: ITB-015-19/LM

Dear Sir/Madam:

On Tuesday, April 8, 2019, the School Board of Duval County Public Schools approved the award of Contract Labor-Kitchen Equipment ITB-015-19/LM. This is your official notification of bid award. This award is for the period from Date of award through December 31, 2019.

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact Louis Mitchum at (904) 858-4859.

Please forward a copy of your insurance certificate as required per special condition #33 to the buyer, Louis Mitchum. (Email and fax are both acceptable.)

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: Master Bid folder
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES

AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND CONTRACTOR

PROJECT NO: DCSB PROJECT NO. ITB-015-19/LM

PROJECT NAME AND LOCATION: Contract Labor-Kitchen Equipment

CONTRACTOR: Aptitude Associates, Inc.
2013 River Turia Circle
Riverview, FL 33578

DCPS:
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES
2924 KNIGHTS LANE EAST, BLDG. #4
JACKSONVILLE, FLORIDA 32216
CONTRACT LABOR CONTRACT

THIS AGREEMENT is made and entered into effective April 9, 2019 by and between Aptitude Associates, Inc, a Florida corporation, located at 2013 River Turia Circle, Riverview, FL 33578, FEIN 46-2427603 (the "CONTRACTOR"), and The School Board of Duval County, Florida ("DCPS" or the "District").

WITNESSETH:

That the Contractor, for the consideration fully set out, hereby agrees with DCPS as follows:

A. THE PROJECT

The Contractor shall furnish all materials and perform all the work for and in connection with Contract Labor – Kitchen Equipment, DCSB PROJECT NO. ITB-015-19/LM, accepting the base bid in a manner and form provided for by the following enumerated Contract Documents which are attached hereto and are made a part hereof as if fully contained herein:

1. Proposal and all Bid Documents, and All Addenda Issued in Connection Therewith
2. Contract Labor Contract (this Agreement)
3. Office of Economic Opportunity (OEO) Participation (Exhibit 1)
4. Scope of Work and Bid Pricing Structure (Exhibit 2)
5. Contractor's Bid Tabulation Costs (Exhibit 3)

B. RENEWAL: Upon written mutual agreement between Contractor and DCPS, this contract may be renewed at anniversary date for three (3) additional one year periods, subject to the same provisions, terms, conditions, specifications as originally awarded.

C. DEFINITIONS

1. Project: A Project is the total work for any specific Activation to be performed under this Agreement. A Project consists of planning, design, permitting, and construction and code inspection for any specific Activation within the time frame of this Agreement as necessary to complete the component parts of the project. Also referred to as Task Order.

2. Activation: A written document issued by the District authorizing the Contractor to proceed with a project or Task Order. Document will outline acceptance of scope, costs, schedule, and other terms and fees associated with completion of the Project.

3. Architect/Engineer: An Architect/Engineer hired by DCPS for design services related to the Project.

4. Contract Time: The timeframe established by the individual Project Activation schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Substantial Completion Date, and Final Completion Date.

5. Final Completion: All work as outlined in the Final Completion form provided by DCPS to the Contractor.

6. DCPS or the District: The School Board of Duval County, Florida, acting through its Superintendent or his designee, the Executive Director or Project Manager.

7. Code Inspections: The Office of Building Code Enforcement, The School Board of Duval County, Florida, 1701 Prudential Drive, 5th floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Code Enforcement is responsible for code...
inspections on projects administered by DCPS.

8. **Purchase Order**: An accounting document generated by DCPS provided to a contractor or vendor. The terms and conditions of the contract documents and Activation, except as expressly and clearly modified by DCPS, shall be incorporated by reference in any purchase order.

9. **Project Manager**: The person designated by DCPS to provide direct interface with the Contractor with respect to DCPS’s responsibilities.

10. **Substantial Completion**: The term Substantial Completion as used herein shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that DCPS or its designee can enjoy use or occupancy for its intended purpose, including issuance of a Certificate of Occupancy, if applicable. In the event the Work includes more than one Phase, DCPS, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

D. **PERFORMANCE**: DCPS reserves the right to assign work to a selected vendor based upon documented past performance record.

E. **THE CONTRACT TIME**

The Contractor shall commence the work to be performed for each Project under this Agreement on a date to be specified in a written order from DCPS (the “Activation”) and shall achieve Substantial Completion (“Substantial Completion Date”) of all work hereunder on the date identified in the Activation. The timeframe established by the individual Project Activation shall include the time allocated to complete all Project work and at a minimum the Start Date, Substantial Completion Date, and Final Completion Date. All work and closeout requirements shall be Finally Completed (“Final Completion Date”) within THIRTY (30) consecutive calendar days, including holidays, after the Substantial Completion Date. Inasmuch as failure to complete the Project within the time fixed in this Agreement will result in substantial injury to DCPS, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not substantially completed and finally completed in the time allocated above, the Contractor shall pay to DCPS as liquidated damages (if established), which shall represent the cost for DCPS’s inconvenience and the extended administrative cost only, the sums stipulated in paragraph H., Liquidated Damages, of this Agreement. These Liquidated Damages shall be in addition to other actual damages. DCPS shall not be responsible for any costs incurred by the Contractor prior to the issuance of the Activation, should the Activation be delayed or not issued.

F. **EXECUTION OF THE WORK**: Time is of the essence in fulfillment of the required services. The contractor shall complete all work within the schedule established by the Project Manager. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract and/or Purchase Order. No change in the scheduled delivery date or performance shall be permitted without the District’s written consent. No acceptance of goods and/or services after the scheduled delivery date shall waive the District’s rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

All goods delivered shall be subject to the District’s inspection and approval. Goods rejected by the District for whatever reason shall be held, transported and/or stored at Contractor’s sole expense. Contractor shall promptly reimburse the District for any such expenses.
G. **SUSPENSION OF WORK**: The District may at any time, in its sole discretion, suspend the work for a specified or unspecified time by written notice to the successful Contractor. Upon receiving notice of suspension, the successful Contractor shall immediately suspend all operations except those, which in the District’s opinion are necessary to preserve, care for, protect the work. The successful Contractor shall only be entitled reimbursement for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the work.

In the event that work is suspended as a result of the Contractor not performing as contracted, the District in its sole discretion, reserves the right to withhold, in whole or part, any payment due the Contractor until the breach has been rectified to the full satisfaction of the District.

If the Contractor cannot rectify the breach to the District’s satisfaction, the District reserves the right to remedy the solution in the manner of its own choosing and at the Contractor’s expense.

H. **THE CONTRACT AMOUNT**

This is a source of service contract; all items will not necessarily be ordered at one time.

For each Project, the Contractor shall submit a cost proposal as outlined in Exhibit 2. DCPS shall issue an Activation and subsequently a Purchase Order, to confirm and acknowledge all costs and terms for the Project work. Should DCPS and the Construction Manager not reach an agreement on the costs or other terms and schedules, DCPS reserves the right to cease negotiations for that project and perform the work by other means without affecting the Agreement or any other project.

The District reserves the right to solicit quotes from the other awarded contractors of this contract for each project. Pricing submitted for these quotes will not be restricted to the individual equipment line item installation costs as submitted in the bid and will be at the discretion of the contractors. There is no limitation on the number of individual project orders. There is no maximum limitation on the total contract amount for all Purchase Orders to be issued under this Agreement.

**Escalation Provision**: At each renewal of the contract, DCPS will consider an increase due to inflation for unit rate installation and labor hour rates only provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The contractor must request the increase in writing at least 30 days prior to the renewal of the contract.

I. **INVOICING AND PAYMENTS**:

1. The contractor will be required to submit invoices and reference Purchase Order numbers on all requests for payment. All statements must reference valid Purchase Order numbers. A separate invoice must be received for each purchase order number. Payment for partial shipments shall be made unless specified and/or approved by DCPS Project Manager. Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required. Invoices for labor and material work performed shall be submitted with the appropriate hourly rates (as indicated on the bid proposal form) multiplied by the actual number of hours worked or for the agreed firm fixed-price amount.

2. Upon submission by the Contractor of evidence satisfactory to DCPS that payrolls, material bills and other cost and liability incurred by the Contractor in connection with the construction of the work have been paid in full, or any other documentation requested by DCPS, normal
terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor's invoice. All applications for payment must contain partial or full release of liens from subcontractors, duly notarized.

3. **Final Payment** - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after DCPS has accepted occupancy of the project, provided that the Project be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if there should remain work to be completed, the Contractor and DCPS shall list those items prior to receiving final payment and DCPS may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, DCPS shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

4. All subcontractors shall remit payment due to their suppliers and subcontractors within seven (7) business days after receipt of payment from the Contractor.

5. No payment will be made for material or equipment stored off-site.

6. **Method of Payment**: DCPS will make payment in one of two methods – either by direct check issuance or credit card (DCPS e-payables/credit card program process). If credit card payment is acceptable, initial the designated space(s) on the Contractor Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation. The Contractor must elect which option they choose to be paid at the beginning of the Agreement period. If direct check is chosen, the Contractor may elect the e-payable/credit card process method at any time during the Agreement; however, once this option is selected, no further changes may be made unless approved by DCPS. At DCPS’s sole option, DCPS may change the direct check issuance to an Automated Clearing House Method (ACH) of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

7. **Payment Dispute** – If a payment dispute arises due to payment rejection outlined in F.3. Partial Payments above, the dispute will be handled in accordance with the procedures outlined in Florida Statutes 218.75, "Improper payment request or invoice; resolution of dispute".

J. **LIENS, CLAIMS AND ENCUMBRANCES**: Contractor warrants and represents that all the goods, materials and/or services supplied shall be free and clear of all liens, claims and encumbrances of any kind.

K. **AVAILABILITY OF FUNDS**: The obligations of DCPS under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

L. **LIQUIDATED DAMAGES**:

The parties to the Agreement agree that time, in the completion of the work, is of the essence. DCPS reserves the right to establish Liquidated Damages for each individual Project /Activation. DCPS and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the work is impossible to determine as of the date of execution of the Activation or Construction Authorization and that proof of precise amount will be difficult. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to DCPS for expenses which are difficult to quantify with certainty and which were incurred by DCPS due to the delay.
1. In the event Liquidated Damages are established for each individual Project, the Contractor shall be assessed Liquidated Damages on a daily basis for each calendar day the Contract Time for that Purchase Order is exceeded due to a Non-Excusable Delay.

2. In the event the Contractor fails to perform any other covenant or condition of this Agreement or Activation relating to the Project work, the Contractor shall become liable to DCPS for any actual damages which DCPS may sustain as a result of such failure on the part of the Contractor. These damages shall be in addition to Liquidated Damages.

3. Nothing in this Article shall be construed as limiting the right of DCPS to terminate the Activation, to require Surety (if applicable) to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Agreement and Activations.

Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract.

M. INSURANCE:

1. The Contractor shall maintain the following insurance coverage (in the types and amounts not less than set forth below) during the life of the contract:
   a. Worker's Compensation Insurance in compliance with Florida Statute 440.
   b. Comprehensive General Liability Insurance in an amount equal to or greater than $500,000 per occurrence.
   c. Vehicle Public Liability and Property Damage Insurance with minimum limits of $500,000 combined single limit.
   d. Additional Insured Endorsement naming The School Board of Duval County, Florida as an additional insured on all policies required by these specifications (excluding worker's compensation and employer's liability).
   e. All policies should contain cancellation endorsements providing ten (10) days written notice of cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of the change.
   f. Indemnification shall be in accordance with F.S. 725.06.
   g. By setting the foregoing minimum coverage, the District does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

2. Insurance shall be written through a company that is admitted to do business in the State of Florida and approved by DCPS. Prior to commencement of any work under the contract, the contractor shall provide Certificates of Insurance for the above coverage to the School Board of Duval County, Florida, Facilities Design and Construction, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida 32207. This bid number must be shown on certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

N. INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless DCPS, and his Agents and Employees as set forth herein and to the maximum extent permitted by law, from and against all claims but not limited to damages, losses and expenses, including code upgrades, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts
any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or (3) results from the Contractor's breach of any Agreement provision, including but not limited to unexcused delay in completion of the Project. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to DCPS (subject to the limitations and provisions of s. 768.28, F.S., the limitations and provisions of which are not altered, expanded or waived by anything in this Agreement).

In any and all claims against DCPS or any of his agents or employees or by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the worker's compensation acts, disability benefit acts or other employee benefit acts.

O. PERSONNEL: All Contractor personnel providing services to the District under the terms of this contract shall be full-time, permanent employees of the contracted company only, unless express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by DCPS Project Manager. For those trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman and Apprentice standards.

P. PERSONNEL CONDUCT: All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

Q. SUBCONTRACTOR: A subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between DCPS or Architect/Engineer and any subcontractor.

1. DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Executive Director, Facilities Design and Construction. The contractor shall list all sub-contractors on the Proposal Material List Forms.

2. By an appropriate written agreement, duly notarized or witnessed, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward DCPS and the Architect/Engineer. Said agreements shall preserve and protect the rights of DCPS and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall
require each Subcontractor to enter into similar agreements with his Sub-Subcontractor.

3. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two (2) years within the last five (5) years. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

4. The Contractor shall be responsible to DCPS for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

5. Upon request, the Contractor shall provide a copy of each subcontract, including the general supplementary conditions, to DCPS.

R. NOTICE OF DIRECT PURCHASE - SALES TAX EXEMPTION:

DCPS is exempt from sales tax on the purchase of construction material. DCPS has elected to exercise this right and therefore may directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to DCPS. DCPS may, via Purchase Order (PO), purchase material, and the Contractor shall assist DCPS in the preparation of the Purchase Order. DCPS will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All bids are to be submitted with all applicable taxes included.

The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all State sales tax. This reduction in the Contract Amount will occur through a Change Order, which will reference the Purchase Order affecting the change.

Issuance of Purchase Orders by DCPS shall not relieve the Contractor of any responsibility regarding material or equipment purchases or installations, with the exception of the payments for the material or equipment purchased. The Contractor shall remain fully responsible for coordinating, scheduling, ordering correct quantities, submittals, protections, storage, shipping, security, expediting, receiving, verification, installation, cleaning and all applicable warranties.

When DCPS determines it to be in its best interests, the Contractor will serve as DCPS’s agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by DCPS in compliance with chapter 212, Florida Statutes (and in such event, the Contract Amount shall be reduced accordingly the savings realized by this process). As part of the Contractor’s responsibility, he shall administer this procurement process consistent with the following procedures and requirements:

1. A Purchase Order Requisition Form (in a form acceptable to DCPS and Contractor) shall be prepared by the Contractor and submitted to DCPS prior to ordering DCPS-purchased materials. The requisition form will provide the name, address, telephone number and contact person for the materials supplier; a list of required items, the quantity needed, the price and sales tax associated with the materials, and delivery dates established by the Contractor.

2. DCPS will prepare and issue standard DCPS Purchase Order Forms to the Vendors. In conjunction with the execution of DCPS’s Purchase Orders, the Contractor shall execute and
deliver to DCPS, deductive change orders reflecting the full value of all materials directly purchased by DCPS, plus all sales tax savings associated with the materials.

3. The Contractor will be responsible for all matters relating to the receipt of materials purchased by DCPS including verifying correct quantities and inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to DCPS for payment.

4. Title to DCPS-purchased materials will vest in DCPS at the time the materials are delivered to DCPS-owned construction site and accepted by DCPS (F.O.B. job site).

5. DCPS is billed directly by the selling Vendor for purchases of building materials. All discounts are for the account of DCPS.

6. DCPS makes payment for the building materials directly to the selling vendor.

7. Contractor shall be responsible for coordinating the delivery, storage and incorporation of material purchases made by DCPS pursuant to this section. Once the materials are incorporated into the Project they become the responsibility of the Contractor. Failure by the Contractor to comply with the tax exemption procedures which results in taxes, fines or damages to DCPS shall be the sole responsibility and liability of the Contractor.

8. It is recognized that the Contractor may encounter additional overhead costs in assisting DCPS with its Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Base Bid.

S. JESSICA LUNSFORD ACT: At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.467, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at www.duval.sofn.net) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

T. CIRCUMSTANCES BEYOND CONTROL: Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

U. MOST FAVORED CUSTOMER STATUS: The awarded vendor shall afford DCPS most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

V. SEVERABILITY: If any term, condition or requirement of this proposal is held invalid,
unenforceable or illegal for any reason, the remainder of the Agreement/Contract shall continue to be valid and enforceable.

W. ASSIGNMENT OF CONTRACT AND/OR PAYMENT: The Contractor shall have sole responsibility for the quality, liability, coordination and completion of all work outlined in this endeavor. The District considers the Contractor to be the sole contact regarding all Contract/Agreement matters. The Contractor shall be prohibited from assigning, transferring and conveying, subletting or otherwise disposing of any Contract/Agreement of its rights, title or interest therein, or its power to execute such Contract/Agreement without the previous written approval of the District. The Contractor shall include with the proposal the names of subcontractors, the extent of the work that is affected by each and a brief description of prior experience in managing the proposed sub-contractors. The District shall have the right to review, approve or disapprove prior to any change of sub-contract, or the addition of sub-contract, by the successful Contractor during the term of the Contract/Agreement.

X. AUDIT / RECORDS RETENTION: DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Y. GOVERNING LAW; VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Duval County.

Z. NO THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

AA. PUBLIC RECORDS LAWS. This Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

a. Keep and maintain public records required by the District in order 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 the Chapter 119, Florida Statutes 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

BB. NON-DISCRIMINATION. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

CC. SURVIVORSHIP. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the indemnification provisions, shall survive the expiration, cancellation or termination of the Agreement.

DD. NO GIFTS OR CONTINGENT FEES. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

EE. DISCLOSURE OF EMPLOYMENT OF FORMER DCPS EMPLOYEES. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the
bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

FF. FEDERAL FUNDS: The contractor certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the contractor/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

GG. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HH. CIRCUMSTANCES BEYOND CONTROL: Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

II. LEGAL AWARENESS AND COMPLIANCE: It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility.

JJ. AFFIRMATIVE ACTION: Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

KK. OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION: The contractor shall comply with DCPS's Office of Economic Opportunity policy in accordance with the terms outlined in Exhibit 1.

LL. TERMINATION DUE TO DISHONESTY: Should the Contractor be determined by DCPS to have misrepresented the utilization of funds or of misappropriation of property belonging to DCPS, DCPS has the right to terminate this Agreement immediately without recourse and have no
further obligations to the Contractor under this Agreement. DCPS shall not be responsible for any payments under a termination for cause based on dishonesty.

MM. UNILATERAL CANCELLATION OF CONTRACTS: Any agreement resulting from this Invitation to Bid may be unilaterally canceled by DCPS for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

NN. CANCELLATION: DCPS, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of DCPS. If Contract/Purchase Order(s) is so canceled, then DCPS shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

OO. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

PP. NOTICES; AGENCY ADMINISTRATOR. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:  
Aptitude Associates, Inc. 
Attn: President  
2013 River Turia Circle 
Riverview, Florida 33578 
Phone: 813-982-3827

If to District:  
The School Board of Duval County, Florida  
1701 Prudential Drive 
Jacksonville, Florida 32207 
Phone: (904) 390-2115 
Attn: Dr. Diana Greene, Superintendent

With copy to:  
Office of General Counsel  
c/o 1701 Prudential Drive  
Room 3403 
Jacksonville, FL 32207 
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as follows: The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools  
Attn: Alonza Anderson  
2924 Knights Lane East, Bldg. #4  
Jacksonville, FL 32216
(804) 732-5145

QQ.  CIVIL RIGHTS: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program and Activities, and any additions or amendments.

RR.  CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

SS.  BYRD ANTI-LOBBYING: The Contractor shall file the required certification to comply with the Byrd Anti-Lobbying Amendment.

TT.  CLEAN AIR AND WATER POLLUTION ACTS: The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

UU.  EXECUTION: This Agreement may be executed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to comprise an entire and original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

By: ____________________________  Aptitude Associates, Inc.
   Name: __________________________

By: ____________________________  The School Board of Duval County, Florida
   Name: __________________________

ATTEST:

By: ____________________________  Dr. Diana Greene, Superintendent of Schools
   Name: __________________________ and Ex-Officio Secretary to the Board

Approved by Board on April 8, 2019

Form Approved:

By: ____________________________  Office of General Counsel
   ____________________________

Bid No. ITB-018-19/LM Contract Labor –Kitchen Equipment

12/20/18
A. Duval County Public Schools encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the District do not discriminate in the awarding of District contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

B. It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

C. Compliance: Applicants are hereby notified that failure to fully comply with DCPS’ SBE and/or M/WBE policy shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties may include but are not limited to the following:

- Removal from the School District Vendor List
- Withholding retainage until deficiencies are remedied
- Negative evaluation up to 2 years on future projects

The terms of this document shall survive the awarding of the contract and shall be incorporated in the terms and conditions of the subsequent contract between the parties.

PARTICIPATION GOALS: The following goals and conditions apply to this contract and submission of proposals by prospective applicants shall constitute full acceptance of all conditions of DCPS’ SBE and/or M/WBE policy. The attainment of SBE and/or M/WBE participation goals established for this contract will be measured as a percentage of the GMP. The goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

Only firms certified by DCPS may be listed. Goals will be listed in the public announcement for professional services. For a current certified SBE and/or M/WBE listing, you may contact:

**Duval County Public Schools, Office of Economic Opportunity**

1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-1480 Telephone/ (904) 858-1492 Fax

[www.duvalschools.org/oeo](http://www.duvalschools.org/oeo)

15
Attachment A

DUVAL COUNTY SCHOOL BOARD
OFFICE OF ECONOMIC OPPORTUNITY (SBE and/or M/WBE) PARTICIPATION

A. POLICY

Duval County Public Schools (DCPS) has participated, along with the City of Jacksonville and other Independent Agencies of the City, in the research and development of a disparity study.

It is an official policy of DCPS to ensure the equitable participation of Small Business Enterprises (SBE) and Minority/Women Business Enterprises (M/WBEs) in its contract awards based upon availability. It is DCPS' intent in adopting this program to reflect the philosophy with regard to enhancing participation of Small Business Enterprises and Minority/Women Business Enterprise in all areas of procurement.

B. BIDDER OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that Small Business Enterprises and Minority/Women Business Enterprises have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. SUBMITTAL REQUIREMENTS

The following forms shall be submitted with your Guaranteed Maximum Price (GMP) as evidence of SBE and/or M/WBE participation:

1. OEO FORM 1, Proposed Schedule of Participation. This form must be submitted with the GMP and must include the following information:

a. The name, current telephone number and SBE or M/WBE classification for each firm that is participating on the contract.

b. A description of the scope of work, materials, equipment or services to be furnished by the certified SBE and/or M/WBE subcontractor, sub consultant or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;
c. The agreed-upon dollar value for such work, materials, equipment or services, slated to be performed by each named SBE and/or M/WBE firm;

d. Please note that SBEs and/or M/WBEs participating on DCPS projects must be certified as an SBE and/or M/WBE with DCPS Office of Economic Opportunity, prior to the bid opening.

e. The percentage of the SBE and/or M/WBE participation will be evaluated in comparison to the base bid price quoted by the Construction Manager.

2. **OEO FORM 2, Letter of Intent to Perform as a SBE and/or M/WBE Subcontractor.** This form is to be completed by the Subcontractor and submitted with the GMP.

3. **OEO FORM 3, Prime Contractor Affidavit.** This form is to be completed by the prime contractor, sworn and subscribed before a notary, and included in the bid/proposal.

4. **OEO FORM 4, Pre award waiver for Good Faith Efforts.** In the event the Prime Contractor is unable to obtain bids/quote from SBE and/or M/WBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall submit OEO Form 4 with his GMP. Good Faith Effort will be determined by a point system. Prime contractors will need a minimum score of 80 points in order to demonstrate a good faith effort.

D. **PARTICIPATION GOALS**

The following goals and conditions apply to this contract and submissions of a proposal by prospective Contractor shall constitute full acceptance of all conditions outlined in the Construction Manager Selection Booklet documents or submittals.

The attainment of OEO participation goals established for this contract will be measured as a percentage of the base of the contract. The Goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

E. **EXCLUSIONARY AGREEMENTS**

Agreements between any bidder and SBE and/or M/WBE in which the SBE or M/WBE promises not to provide subcontracting quotations to other bidders are prohibited.
F. DEFINITIONS

1. SMALL BUSINESS ENTERPRISE (SBE)

SBE means an independently owned and operated business that is not dominate in its field of operation and is performing a commercially useful function whose principal place of business is located in Baker, Clay, Duval, Nassau or St. Johns' County that meets DCPS defined eligibility criteria.

2. MINORITY/ WOMEN BUSINESS ENTERPRISES (M/WBE)

M/WBE means a small business concern, which is at least 51 percent, owned by one or more minority persons or member of an insular group that is of a specific racial, ethnic, or gender makeup or national origin which has been subjected to disparate treatment due to identification in and with that group resulting in a underrepresentation of commercial enterprises under the group’s control and whose management and daily business operations are controlled by such person. The company primary place of business must be located is in Baker, Clay, Duval, Nassau, or St. Johns County.

3. CONTROL

Whether the SBE and/or Minority/Women Owned Business is listed as a sole proprietor, joint venture or corporation with at least 51% ownership, they shall possess the necessary licenses and the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operations.

4. OEO FORM 1 - PARTICIPATION CATEGORIES

a. SUBCONTRACTOR: Any SBE and/or Minority/Women Business Enterprise capable of furnishing to the General (Prime) Contractor, labor, professional services, materials, supplies, equipment, transportation, management or supervision necessary to accomplish the work under this contract.

b. MANUFACTURER: A firm that operates or maintains a factory or establishment that produces, on its premises, materials or supplies obtained by the contractor of incorporation into the Project.

c. SUPPLIER: A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SBE or M/WBE must engage in as its principal business and in its own name, the purchase and sale of the products in question. A supplier of
such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this section.

d. SERVICES: A business or individual who performs the furnishing of a professional service such as engineering, architecture, etc., and/or the furnishing of labor, time, or effort to a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

G. OEO DIRECTORY

A directory of certified SBEs and M/WBEs can be obtained on the following website:

www.duvalschools.org Office of Economic Opportunity

H. SUBCONTRACT CLAUSE

Bidders may count towards the established SBE goal and/ or the established M/WBE goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and hold the necessary license to do the work or provide the materials for which they are listed.

I. EVALUATION OF OEO PARTICIPATION

In order to count the SBE when there is an established SBE goal and/or M/WBE when there is an established M/WBE goal, the prime contractor will submit the OEO participation Form 1, which includes SBE and/or M/WBE contact phone number, quotation, description of work, materials, equipment or services OEO Form 2, Letter of Intent, and Form 3 Prime Contractor affidavit certifying the Prime Contractor has requested and received bid quotations from the SBE and/or M/WBE firms listed in their bid/proposal documents. DCPS will attempt to confirm the contents of the submission by contacting SBE firms when there is an established SBE goal and M/WBE firms, when there is an established M/WBE goal, by telephone or certified letter, return receipt requested, within two workdays after the date of letting.

1. The established goal or goals shall be applied to the base bid value of the contract and be reflected in the monetary portion spent on subcontracts for consulting and construction services awarded to those SBEs and/or M/WBEs meeting contracting specifications, unless otherwise specified.

2. Credit toward the goal or goals for majority bidders will be based on the percentage of work actually performed by the SBEs and/or M/WBEs.
3. Bidders may count toward the established goal or goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and licensed to do the work for which they are listed.

4. Bidders may count first- and second-tier subcontracts toward the meeting of the established goals. If the subcontracting opportunity is second tier, please denote this in the left hand margin on OEO FORM 1. 

   **NOTE:** Additional information may be requested as it pertains to these opportunities.

5. Bidders may count toward goals 60% of its expenditures for materials and supplies required under a contract and obtained from a SBE and/or M/WBE supplier, and 100% of all expenditures to an SBE or M/WBE manufacturer.

   a. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the bidder.

   b. For purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

6. If a certified minority bidder bids as a prime contractor, he or she can meet the designated goal under his or her minority status. However, minority bidders are required to meet the goals of the remaining minority categories or show a Good Faith Effort to do so.

7. Credit toward the SBE goal and/or M/WBE goal allowed for a joint venture with SBE or M/WBE will be determined by the percentage of ownership and control of the SBE or M/WBE participants in the joint venture. The eligibility of an SBE or M/WBE joint venture will be determined on a project-by-project basis. A joint venture must be certified as a SBE or M/WBE joint venture in order for the participation of the SBE or M/WBE partner to be counted toward the SBE goal and/or M/WBE goal requirement. The SBE or M/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least 25 percent and the SBE or M/WBE partner must be responsible for a clearly defined portion of the work to be performed. Joint Venture Certification Applications are available upon request from DCPS Office of Economic Opportunity. Joint Venture Certifications are required for each project the venture plans to participate in.

J. **CONTRACT AWARD**
DCPS proposes to award the contract to the lowest responsive and responsible bidder submitting provided the bidder has met the goals, or the bidder made an acceptable Good Faith Effort to meet the goals established, consistent with the best interest of the Owner. The apparent successful bidder will be required to submit OEO participation information to the Owner in accordance with the contract specifications. For all contracts for which contract goals have been established, each bidder or proposer is expected to meet or exceed the stated contract goal.

The apparent successful bidder must satisfy the Owner that the bidder has made Good Faith Efforts to meet the SBE goal and/or M/WBE goal and to ensure that all SBEs and M/WBEs have an equitable opportunity to compete for subcontracts. In assessing the "Good Faith Efforts" of bidders/proposers to determine if they are eligible for a contract award, the Owner will consider that efforts that are merely pro forma are not Good Faith Efforts. Also, efforts to obtain SBE and/or M/WBE participation are not "Good Faith Efforts" (even if sincerely motivated) if, given all relevant circumstances, they could not reasonably be expected to produce a level of SBE and/or M/WBE participation sufficient to meet DCPS' established goals.

Award of the contract will be conditioned upon submission of SBE and/or M/WBE participation information with the bid proposal and upon satisfaction that the contract goals can be met or, if the goals are not met, upon demonstrating that "Good Faith Efforts" were made to meet the goals. When evaluating competitive bids/quotes for the award in which the low bidder is otherwise responsive to specifications, but not attaining the SBE and/or M/WBE goals and not meeting the Good Faith Efforts requirements, the bid shall be awarded to the next low responsible bidder responsive to the SBE and/or M/WBE goals and/or meeting the Good Faith Efforts requirements; however, if the base bid of the next low responsible bidder responsive to the SBE and/or M/WBE goals and/or meeting the Good Faith Efforts requirements is more than 10% or $125,000 (whichever is less) of the original low responsible bidder, the Owner may award the contract to the original low responsible bidder.

The Owner shall have absolute discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been nonresponsive to SBE and M/WBE program requirements without satisfactory justification accepted by the OEO.

K. POST AWARD REQUIREMENTS

1. After the award of the contract, failure on the part of the successful contractor to employ SBEs and/or M/WBEs to fulfill the scope of work they were listed for at a percentage level equal to, or higher than, stated on OEO FORM 1, shall constitute a material breach of contract and default justifying termination.

2. Upon request of approval for a change order, the OEO shall be notified. If it is for additional scope of work, goals may be set accordingly.
3. Nothing contained herein shall be construed to require the successful bidder to award a subcontract to a SBE or M/WBE if it is not the lowest conforming bid.

L. REPORTING

The successful contractor awarded this project shall submit the following:

1. A monthly summary of actual SBE and/or M/WBE participation using OEO FORM 5.

2. An OEO FORM 6, CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).

3. A Project Summary is required upon completion that will include the original scope of the project and any change orders. This summary should include the SBEs and/or M/WBEs that participated, the amount they were paid and any moneys owed them and the reason for them being withheld.

Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the contractor has submitted the required documentation. Contractors are required to maintain records of the SBE and M/WBE summaries for 3 years.

This information should be forwarded directly to:

Duval County Public Schools  
Beth Tramel, Supervisor  
Office of Economic Opportunity  
1701 Prudential Drive Room 322  
Jacksonville, FL 32207  
(904) 858-4860

M. PROMPT PAYMENT

This contract shall contain a provision requiring the prime Contractor to certify in writing that all sub-Contractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime Contractor prior to receipt of any further progress payments. Upon completion of the
contract, DCPS shall require documentation to certify that payments to such sub-Contractors or suppliers have been made.

This provision in no way creates any contractual relationship or obligation between any sub-Contractor and DCPS or any liability on DCPS for the Contractor’s failure to make timely payments to the sub-Contractor. However, any Contractor’s failure to comply with this provision shall constitute a breach of its contractual obligations with the DCSB contract.

N. SUBSTITUTIONS

If the successful contractor wishes to make a substitution of a SBE and/or M/WBE subcontractor or a joint venture, the bidder MUST:

1. Submit satisfactory written proof of "noncompliance" to the Office of Economic Opportunity and to the Executive Director, Facilities Design and Construction. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract between it and the successful contractor.)

2. Not make any substitutions until all information submitted has been reviewed and approved by the OEO.

3. Substitute a certified SBE and/or M/WBE in the same category, performing the same work, as the subcontractor being replaced.

4. Not contract for an amount lower than the amount submitted by the subcontractor being replaced.

O. ADDITIONAL SUBCONTRACTING OPPORTUNITIES

All bidders shall incorporate the SBE and M/WBE participation policy, conditions and instructions in all agreements that offer further contracting opportunities, including but not limited to additive alternates and change orders.

1. **Additive Alternates:** If the trade is within those included in the base bid and an SBE and/or M/WBE was listed for that portion of the project, then the same SBE and M/WBE should be used for the alternate.

2. **Change Order:** If the trade is within those included in the base bid and a SBE and/or M/WBE was listed for that portion of the project, then the same SBE and/or M/WBE should be used for the alternate.
3. If the Change Order is within a different trade and presents further subcontracting opportunity beyond current subcontracting trades, the prime contractor must utilize SBE and/or M/WBEs or demonstrate Good Faith Efforts to further include SBE and/or M/SBE participation.

P. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with DCPS’ SBE and M/WBE policy as set forth herein shall constitute a breach of the contract which may result in termination of the contract or other remedy as permitted by law and policy and permitted by owner. Such sanctions may include but are not limited to the following:

1. Decertification from the SBE and M/WBE program and removal from the OEO directory
2. Withholding retainage until the deficiency is remedied
3. A negative evaluation of past performance for up to 2 years on future projects

The terms of this document shall survive the awarding of the bid and shall be incorporated in the terms and conditions of the subsequent contract between the parties.
### OFFICE OF ECONOMIC OPPORTUNITY
#### UTILIZATION REPORT

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**PERCENTAGE OF OVERALL CONTRACT COMPLETION:** _____%
SMALL, MICRO, M/WBE CODES:

SBE  Small Business Enterprise  MBE  Micro Business Enterprise  AW  American Woman
AA  African American  AS  Asian American
HA  Hispanic American  NA  Native American

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

________________________________________  ______________________________________
Signature                                      Title

________________________________________
Date

NOTES: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR’S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE OFFICE OF ECONOMIC OPPORTUNITY AT: 1701 PRUDENTIAL DRIVE, JACKSONVILLE, FL 32207
LETTER OF INTENT TO PERFORM AS A SBE and/or M/WBE SUBCONTRACTOR/PROPOSER (FORM 2)

TO: ____________________________

(The name of General Contractor/Consultant)

DCSB PROJECT NAME & NO.: ____________________________

The undersigned intends to perform work in connection with the above project as (check one):

[ ] an individual    [ ] a corporation    [ ] a partnership    [ ] a joint venture

The status of the undersigned is confirmed on the attached SBE and M/WBE Identification Affidavit (OEO FORM 2A).

The undersigned is prepared to perform the following work in connection with the above project:

__________________________________________________________________________

(Specify in detail, work items or parts thereof to be performed)

at the following price: $ __________. Of which, _______ Percent (%) of the dollar value of this subcontract will be sublet and/or awarded to non-minority subcontractors.

The undersigned agrees to enter into a formal Agreement with you to perform the above work, if you are awarded the prime contract. (For Professional Services contracts, proposers need not enter into contractual agreements with any SBE or M/WBE at this time.)

_______ (Date) ___________ (Telephone Number) ___________ (Fax Number)

(S/MBE Firm Name) ___________ (Type or Print Name)

(S/MBE Firm Address) ___________ (Signature) ___________ (Title)

(City State & Zip Code) ___________ (M/WBE Firm Name) ___________ (Type or Print Name)

(M/WBE Firm Address) ___________ (Signature) ___________ (Title)

(City State & Zip Code) FORM 2
PRIME CONTRACTOR AFFIDAVIT

STATE OF __________________

COUNTY OF __________________

BEFORE ME, THE URSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED _________

_________________________________ (NAME OF CONTRACTOR) HEREBY KNOWN AS

THE

"AFFIANT." WHO BEING BY ME FIRST DULY SWORN, DEPOSES, AND SAYS:

THAT THE AFFIANT IS A CONTRACTOR WHO IS SUBMITTING A BID ON A DUVAL COUNTY
PUBLIC SCHOOL PROJECT.

THAT IN CONJUNCTION WITH THE SUBMISSION OF THIS BID IN ORDER TO COMPLY WITH THE
REQUIREMENTS OF THE DUVAL COUNTY SCHOOL BOARD'S OFFICE OF ECONOMIC OPPORTUNITY
PROGRAM, THE AFFIANT, PRIOR TO THE DATE OF THIS AFFIDAVIT, HAS CONTACTED THE
SUBCONTRACTORS LISTED ON THE OFFICE OF ECONOMIC OPPORTUNITY (OEO) FORM 1,
SCHEDULE OF OEO PARTICIPATION, WHO HAS AGREED TO ENTER INTO A CONTRACT ON THE
PROJECT ASSUBCONTRACTORS/SUPPLIERS FOR THE WORK INDICATED IN THE BID TO DCPS.

________________________________________

AFFIANT'S NAME

S WORE TO AND SUBSCRIBED BEFORE ME UNDER OATH THIS _________ DAY OF

_________________________ 20 ___.

________________________________________

NOTARY PUBLIC'S SIGNATURE

________________________________________

NOTARY PUBLIC'S NAME (TYPE OR PRINT)

PERSONALLY KNOWN ________________ PRODUCED IDENTIFICATION ________________

TYPE OF IDENTIFICATION PRODUCED ________________

OEO FORM 3 7/2016

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment 12/20/18
Pre-Award Waiver for Good Faith Efforts  
(OEO Form 4)  
Note: Completion of this form is not required if established goals are met or exceeded.

| ☐ Minority/Women Business Enterprises (MWBE) | ☐ Small Business Enterprise (SBE) |

**CONTRACTOR FIRM:**  
__________________________________________________________

**PROJECT TITLE:**  
__________________________________________________________

**PROJECT NUMBER:**  
__________________________________________________________  **DATE:**  
__________________________________________________________

The bidder may request a full or partial waiver of the mandatory Small, Minority and Women Business Enterprise goals established for the project for good cause by submitting this Form 4 and documentation to the OEO. Under no circumstances shall waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the vendor and careful review by the OEO. A **prime contractor will need a minimum score of 80 points in order to demonstrate a good faith effort.** Any act or omission by the District shall not relieve the bidder of this responsibility. The OEO shall base its determination of a waiver request on the following criteria:  
Criteria listed below are excerpted from DCPS Policy 7.72 and the Procedures Manual. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Prime Contractor Attendance at DCPS pre-bid conference, if held:  
   - **Yes**  
   - **No**  
   - **Not Held**  

   (5 points)

2. Whether and when the bidder provided written notice to all certified MWBE/SBE listed in DCPS OEO Directory that can perform the type of work to be subcontracted and advising the MWBE/SBE of the specific work the bidder intends to subcontract; acknowledgement of MWBE/SBE interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.  
   (20 points)

Provide complete list of all MWBE/SBE solicited.

Provide the date letters were transmitted (MWBE/SBE will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MWBE/SBE. Recommended information in your solicitation letter should have included, but was not be limited to, the following:

- Project specific information
- Name of Prime Contractor
- Areas of work available for subcontracting
- Contact person’s name and phone number (SBE and MWBE firms will be canvassed regarding their responsiveness to their calls and project information they received from your firm.) Bonding requirements of your firm
- Availability of specifications and plans through your office.
- Bid opening date and all addendum information.

Your requirements/time frames/payment schedules.
3. Has the bidder selected feasible portions of work to be performed by SBE and MWBE, including, where appropriate, breaking into subcontracts or combining elements of work into feasible units? The ability of the bidder to perform work with its own work force will not in itself excuse a bidder from making positive efforts to meet the established goals. (15 points)

If appropriate, detail any subcontracting category that you have broken down to assist SBE and MWBE firms and list firms that have been made aware of this reduced scope.

<table>
<thead>
<tr>
<th>Subcontracting Category</th>
<th>MWBE/SBE FIRM</th>
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4. Has the bidder provided interested MWBE/SBE firms with assistance in reviewing the contract plans and specifications? Name the MWBE/SBE firms provided assistance, and describe how your firm provided such assistance including documentation (15 points)

5. Whether the bidder advertised in general circulation, trade association, and/or minority/women – focused media concerning the subcontracting opportunities. (5 points)

The minority focused papers include:
- BLACK
- HISPANIC
- OTHER

List which paper carried your ad and attach a copy of the ad

6. Has the bidder followed up initial solicitations of interest by contacting MWBE/SBE's to determine with certainty whether the MWBE/SBE was interested? (15 points)

   Name the MWBE/SBE you followed up with and describe your follow up efforts.

7. Has the bidder negotiated in good faith with interested MWBE/SBE, not rejecting MWBE/SBE as unqualified without sound reasons and based on a thorough investigation of their capabilities? (10 points)
   a. Provide a detailed statement of the reasons why subcontracts were not entered into with a sufficient number of MWBE/SBEs to meet the established goals.

   b. Provide a list of MWBE/SBE Subcontractors you deemed unqualified and provide an explanation of the conclusion you reached.

   c. For those MWBE/SBE Subcontractors contacted, but determined to be unavailable, provide either:
i. A signed letter to the bidder from the MWBE/SBE stating they are unavailable; OR
ii. A statement from the bidder that the MWBE/SBE refused to submit a letter after a reasonable request; and a detailed statement from the Bidder of the reasons for the bidder's conclusion.

8. Has the bidder effectively used the services of available minority/women community organizations; minority/women contractors' groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises? (5 points)
List small or business enterprise organizations and minority/women organizations contacted.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Person Contacted</th>
<th>Phone Number</th>
<th>Date Contacted</th>
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9. Describe any efforts to advise and assist interested MWBE/SBE Subcontractors in obtaining supplier relationships, bonds, lines of credit, or insurance. (10 points)
Please provide a list of MWBE/SBE Subcontractors you assisted.

SIGNATURE OF COMPANY OFFICIAL  DATE  COMPANY ADDRESS

PRINT NAME  CITY/STATE/ZIP

POSITION  TELEPHONE  FAX

OEO FORM 4
03/2015
EXHIBIT 2
ITB-015-19/LM CONTRACT LABOR- KITCHEN EQUIPMENT

SCOPE OF WORK & BID PRICING STRUCTURE

1. GENERAL SCOPE DESCRIPTION

B. To provide specialized skills for kitchen equipment at DCPS facilities districtwide to include, but not be limited to: repairs, maintenance and installation of kitchen appliances, equipment, and hood systems units, of various size, capacity and manufacturers, refrigeration and freezer equipment and other general kitchen equipment applications. The contractor will be required to provide limited services to evaluate existing systems and recommend design and/or operating modifications.

C. The Contractor shall provide all labor, supervision, materials, test equipment, tools, vehicles, permits and insurance. No rental charges shall be added to the hourly labor rates for specialized equipment necessary to address the maintenance and repair of these facilities or equipment. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates.

D. DCPS intends to accomplish work by minimizing the District's plans and specifications requirements and maximizing the use of the Contractor's expertise. Sketches, drawings, and specifications may be included to clarify the work requirements and satisfy the requirements of DCPS Code Enforcement Department and shall be considered to be included in the scope of work. Any work requiring architectural or engineered drawings are excluded from the scope of work. Scope of work refers to a specific project which will be ordered by an individual task order. Award of task orders will be on a fixed price basis. The need for a Task Order can arise from either the Contractor or DCPS Project Manager, but will be approved/authorized by DCPS Project Manager. The scope of work will be identified, reviewed, and jointly agreed upon to include the nature of the work to be performed, the location of the work, and required date of completion.

E. Travel time and / or vehicle charges for service calls shall be the sole responsibility of the Contractor and the Contractor shall bear this cost as part of his base bid proposal and/or hourly rate quotations. Hourly labor rates are for "time on site" only.

F. A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

2. SERVICE REQUIREMENTS RESPONSE REQUIREMENTS: Bidders shall have the capability to provide qualified personnel for service calls on an emergency basis at multiple locations.

A. In the event of an emergency, the awarded contractor shall be located so as to allow a maximum mobilization/site arrival time of ninety (90) minutes from initial notification (based upon dispatch directly to any District School).

B. The awarded contractor shall provide DCPS a 24-hour emergency contact number (telephone, pager, cell phone) and shall acknowledge and verbally respond to an emergency call from DCPS Project Manager within thirty (30) minutes.

C. The emergency service rate shall be 1.5 times the applicable hourly labor rate only for the services required and approved by DCPS Project Manager. Emergency service hours are those outside the normal working hours and holidays as outlined in Section below "ACCESS."

Bid No. ITB-015-19/LM

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D. The awarded contractor shall give first priority services to the District in the event of a hurricane, flood, other natural disaster, or any event identified as an emergency by DCPS.

E. For non-emergency requirements the contractor must respond within 5 days or at the discretion of DCPS.

3. CONTRACTOR LABOR AND GENERAL SUPERVISION: The Contractor shall provide labor and supervision to complete the work. Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with DCPS Project Manager.

A. These general supervision responsibilities apply specifically to personnel in hourly labor rates in Group B7 (2-man crew), B8 (1 Journeyman), and B9 Subcontractors listed in the Bid Tabulation Rate sheet. The cost of general supervision shall be an element of the Contractor’s overhead burden in the applicable hourly individual/crew rates and Subcontractor mark-up percentage.

B. WORKING SUPERVISOR DEFINED: The Working Supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor’s personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, record-keeping and reporting duties. Typical responsibilities of a Working Supervisor shall include, but not be limited to, the following:

- Visits service/construction sites to determine equipment and materials needs and provides this information to DCPS Project Manager.
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications.
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established service/construction safety policies, procedures and regulations;
- Provides technical assistance to crews and DCPS equipment procurement.
- Reviews and resolves project quality, scheduling and progress problems.
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during non-working periods and during emergencies.

Working Supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

C. PERSONNEL CLASSIFICATIONS: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual/crew rates in the Form of Proposal.

1) JOURNEYMAN shall have a minimum of five (5) years of experience.

2) HELPER / APPRENTICE shall have a minimum of one (1) year experience working directly with a Journeyman.

3) WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years’ experience, including two (2) years in a supervisory or leadership capacity.

D. CREW DEFINED:

1) Appliance Repairs: A crew shall consist of one (1) Journeyman

2) Installation of Kitchen Appliances: A crew shall consist of one (1) Journeyman and one (1)
4. **SPECIFIC TERMS AND CONDITIONS**

   **A. WORK PROPOSALS:** Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor’s risk.

   For each project, contractor shall provide price quotation using the attached "Project Proposal and Material List Forms" (Attachments B and C).

   Based on the site examination, contractor shall submit a written work proposal using the Bid Item Rates and detailing 1) the required unit price for the specific equipment to be installed OR 2) personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Project Proposal Form Attachment B), and material costs (as indicated on Material List Form Attachment C). The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

   If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by DCPS without prior authorization from DCPS Project Manager.

   If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between DCPS and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

   **Contractor is responsible for pulling all permits and scheduling applicable inspections with DCPS Code Enforcement Office.**

   **B. PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto. Permits are issued by DCPS CODE Enforcement Office.

   1) All building inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Enforcement is responsible for permitting and code inspections on all projects administered by DCPS. The costs associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay re-inspection fees and/or fines.
2) All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.

3) The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 3220, via e-mail in accordance with Code Enforcement procedures no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and covered-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.

4) All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

C. OTHER CONTRACTOR REQUIREMENTS

Upon request for DCPS or its representatives, the Contractor will provide the names, addresses, social security number and employment history for those technicians who will be performing DCPS work for verification of experience and for background checking, if necessary.

1) DCPS will require that while on DCPS property that the Contractor's technicians dress in a manner appropriate to the work to be performed. Contractor technicians will perform their work in a courteous and efficient manner.

2) Contractor must provide a visible employee badge, or other means of identification, that must be worn at all times by each technician while on DCPS property. Badging shall be in accordance with paragraph 31. below.

3) The Contractor will secure, pay for, and comply with all permits and certificates that may be required by local, state and federal laws and ordinances.

4) Contractor must provide their workers with transportation, tools, and equipment appropriate to the work to be performed. DCPS will not provide transportation and will not furnish tools and equipment.

D. ACCESS

1) Due to the nature of the food preparation business, access for scheduled work may be restricted to hours when sites are available, dependent upon the scope of work and area to be serviced.

2) Normal school operating hours are Monday thru Friday 7:30 AM to 3:30 PM. Holidays are as determined in the published DCPS Holiday schedule. The contractor will not be allowed to work during the school operating hours and should plan on after-hours work in order to complete the work.

3) Emergency access will be available at all times.

4) The Contractor's personnel must sign in with DCPS staff and all personnel must have visible badges at all times.

E. SCHEDULING OF WORK

1) The Contractor shall perform all work during the scheduled visits. Work at times other than scheduled visits / tasks shall be done only with prior permission and coordination with DCPS authorized representative.
2) The Contractor will make every effort not to undertake any work that entails the powering down of critical equipment during peak activity levels and will closely coordinate that work during peak hours with DCPS.

3) The Contractor shall at all times execute the work in a manner which shall not interfere with the operation and daily routine carried on by the Facility.

4) The Contractor shall agree to any reasonable request by DCPS for scheduling and performance of the work.

F. **EQUIPMENT:** Each crew shall have a truck and all the customary and necessary hand/power tools and accessories to perform the work of the trade. As part of the performance under this contract, all necessary safety barriers, tape and/or traffic cones shall be provided by the contractor to secure and separate the work area(s).

G. **MATERIALS:** If requested by DCPS Project Manager, Contractor shall list on the written work proposal, the materials necessary for the completion of the work. At its discretion, DCPS may provide all, or some, of the materials for the proper execution and completion of the project.

H. **SAFETY:** The Contractor is required to provide a copy of their safety program.

I. **CLEANING UP:** The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean. DCPS Project Manager shall direct the disposition of all surplus materials.

J. **WARRANTY:** The contractor shall inspect all equipment purchased (both DCPS and Contractor purchased) and warrant that the equipment is suitable for installation. The contractor shall become responsible for all warranties provided by the manufacturer and any required repairs for the particular type of equipment installed.

The Contractor warrants to DCPS that: (1) the work will conform to the requirements of the contract documents (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the contract documents.

The contractor shall promptly correct work rejected by DCPS Project Manager as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations, the Contractor shall for a period of one year after project completion, correct work not conforming to the requirements of the contract documents.

Any damages to DCPS property caused by the contractor's personnel while performing work under this contract shall be repaired at the contractor's expense.

K. **ACCESS TO EQUIPMENT**

The Contractor shall have access to all equipment; however, turning equipment on and off shall be
scheduled with DCPS. Prior to starting any work at the Facility, the Contractor will report to DCPS for authorization.

L. CALL BACK SERVICE

1) Call back service is defined as any service previously provided / completed that is either incomplete or having caused a failure because of either a poor service call or preventative maintenance call as deemed by DCPS.
2) The Contractor shall be responsible for providing call back service as required on a seven (7) days per week, twenty-four (24) hours per day, including holidays.
3) The cost for providing call back services, including adjustments and work normally included under preventative maintenance whether during normal working hours or not shall be at no extra charge.
4) If the Contractor fails to respond to an emergency call within the specified period, DCPS reserves the right for another company to be called in to handle the problem and the cost of this service shall be deducted from the amount normally paid to the Contractor.
5) The Contractor must provide a contact name and telephone and/or pager number where technicians can be reached on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays.

M. ALTERATIONS OR MODIFICATIONS

1) The Contractor must have the approval of DCPS before any modification or alterations are made to any items of the equipment and must be well documented on the service report.
2) A DCPS work order number must be issued prior to any commencement of work.

N. INSPECTION OF SERVICES- QUALITY OF WORK

1) All services (i.e. services performed, material furnished or utilized in the performance of services and workmanship in the performance of services) shall be subject to inspection and test by DCPS at all times and places during the term of the Contract. All inspections by DCPS shall be made in such a manner as not to unduly delay the work.
2) The acceptability of quality shall be consistent with best industry practices, at the discretion of DCPS.

O. REPORTS AND LOGS

1) At the conclusion of each work order the Contractor shall provide a detailed report to DCPS.
2) Each report must include a DCPS work order/Purchase Order number, an Equipment ID and the specific location of where the work was performed.
3) The report shall also include the condition of items installed, repaired, inspected, preventative / routine maintenance work performed and a list of items that are recommended for repair, maintenance or replacement.
4) The service report shall also include sufficient detail and description to identify the exact work completed. General statements on service reports will be unacceptable.
5) Each report shall be signed by a DCPS Facilities staff member or designated representative prior to Contractor leaving the site.
6) One copy of the signed report is to be left with DCPS Facilities staff member or designated representative.
7) The Contractor shall maintain a refrigerant inventory log at each site for each piece of equipment specified in this Contract. The Contractor must note refrigerant use, losses and/or leaks. Explanations of losses, leaks and/or thefts must be documented on this form.
P. PAYMENTS AND INVOICING

2) All invoices are to certify that the work and/or service have been performed to contract specifications. All invoices shall be either computer generated or typewritten.
3) All invoices shall detail the following information. Should the Contractor fail to provide any of this information on the invoice, DCPS may withhold payment until the Contractor amends the invoice.
   a. DCPS Purchase Order or Contract Number
   b. Type of work completed
   c. Date service was completed
   d. Where work was performed
   e. Make, model and Asset ID of equipment/system worked on
   f. DCPS Work Order Number or service request number
   g. Warranty period on work
   h. Name of technician
   i. Material detail list on each invoice (DCPS may request a copy of supplier invoices for parts)
   j. Labor break out

5. CONTRACT BID PRICING STRUCTURE

B. The contract is structured in two (2) Line Item parts for bidding purposes as shown on the Unit Rate Bid Tabulation Form.

1) **Line Item A Specific Kitchen Equipment Installation** - provides for unit price bids for specific types of equipment installation, which includes all labor, materials and supervision to install the specified piece of equipment. The typical work for installation is outlined in the specific kitchen equipment unit. Additional work beyond the scope as outlined in the unit prices will be priced in accordance with the unit prices in Line Item B. Equipment listed as electric in the specific line items that are actually gas (or vice-versa) when purchased may require added services for installation; however, each project shall be reviewed to determine if the general scope of work is equivalent to the line item price.

2) **Line Item B Kitchen Equipment Task Order Hourly Rates** - provides the established bid hourly labor rates and materials and subcontractors materials markup rates to be used when additional services are necessary to perform the required services outside the scope of the specific Equipment Line Items installation in Line Item A.

b. Specific Task Orders will be developed using unit cost data for Labor Hourly Rates and Materials with Overhead & Profit markup rates per prices as submitted by the Contractor in the Bid Tabulation Form in the ITB. The Contractor shall prepare proposals for review and approval by the District. The proposals may be verified by the District utilizing other resources as necessary. The Contractor shall notify the District Project Manager, prior to commencement of work if any other work is found that may exceed the Task Order amount. The scope of this provision shall include related construction, maintenance and technical services which supplement and compliment services defined herein.

c. When questions arise concerning the labor hours required for a particular job, labor hour requirements will be based on industry standards or, if not applicable, other estimating sources. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials. The District retains the right to obtain additional quotes. The lowest price will be used and the District Contract Representative shall be the final arbiter on service call costs as well as the distinction between service calls and task orders.
B. The contractor shall provide pricing as outlined in the Unit Rate Bid Tabulation Form in the ITB.

The Unit Rate Bid Tabulation Form-Base Bid unit rates include all costs associated with the specified work in accordance with the project specifications. Unit costs and labor and material rates shall include all costs associated with the work, including but not limited to insurance, overhead and profit, all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.)

For all work, Contractor is responsible for coordinating delivery of equipment and goods receipt (and documentation), as specified by DCPS. This work shall be included in all unit pricing. Some equipment will have DCPS asset identification. Contractor shall take care not to damage or otherwise dispose of this identification.

C. **LINE ITEM A** – Specific Kitchen Equipment Installation- Contractor shall insert unit price installation cost in Unit Rate Bid Tabulation Form for all labor and materials costs associated with installation requirements as outlined in Section 6. below. The type of equipment and installation in Section 6. is typical and may not reflect the actual manufacturer model or picture shown. Minor adjustments for installation shall be included in the unit price installation costs and not be considered additional services.

D. **LINE ITEM B.** – Kitchen Equipment Task Order Hourly Rates - Provide labor, materials, and subcontractor work necessary to complete miscellaneous related work for additional work not described in the installation requirements for equipment described in Section 6. OR for other equipment not described in Section 6. Labor costs will be reimbursed for workers and Journeyman Supervisors directly employed by the contractor to perform or supervise work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

For hourly rates and materials- the contractor will prepare his price proposal and compare this price against recognized industry costing standards. The recognized standard for this estimating will be the RS Means Facilities Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, FL area or other information as provided by the Contractor and approved by the District. The District reserves the right to use other standard industry means for estimating.

Costs of subcontractors and materials for work completed on a time and materials basis shall include the cost of additional materials incorporated or consumed by actual work multiplied by the overhead and profit multiplier (for example an 8% OHP mark-up.) This multiplier does not apply to materials incorporated or consumed under the unit rates in Line Item A.

For subcontractor work, the contractor shall seek competitive proposals from multiple (at least three) competent sources and provide DCPS with a minimum of two final price proposals which establish that the proposed price for this work is fair and reasonable.

1) **Hourly Rates** the Contractor will submit with his Bid Tabulation Form an amount for hourly rates for each class of employee to be used in the performance of each type of work covered under this Contract. These rates will be shown in the ITB Unit Rate Bid Tabulation Form. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates. All rates shall be shown as outlined in the ITB Unit Rate Bid Tabulation Form.

2) **Materials and Subcontractor Mark-Up Percentage**

The Contractor will submit with his Bid Tabulation Form a percentage amount for Materials and Subcontractor work Overhead & Profit mark-up rates for work covered under this Contract. All materials and subcontract work will be marked up in accordance with the mark-up rate as shown in the ITB Unit Rate Bid Tabulation Form. FOB point shall be school destination with freight prepaid, including all other applicable charges to show total landed cost.
An estimated number of labor hours, materials, and subcontractor costs have been included in the Unit Rate Bid Tabulation Form for bidding purposes only and is not a guarantee of actual number of labor and materials to be requested by the District. The District may exceed the estimated annual contract values in the Bid Tabulation Sheet for each line item without any adjustments in unit prices.

3) **Other stipulations include:**
   1) DCPS reserves the right to request and review supporting documentation for all material and labor for each specific Task Order. Costs may be adjusted accordingly.
   2) Specific Task Orders may be modified and/or ordered by DCPS Project Manager in emergency situations. Adjustments to costs may be made if warranted and approved by the District Project Manager.
   3) Oral instructions due to emergencies shall be confirmed in writing within two working days.
   4) The Contractors estimate for task order work shall be all inclusive.
   5) DCPS Executive Director, Facilities Design and Construction or DCPS project manager representative shall be the final word on all contract discrepancies. The Contractor is hereby put on notice that in the event a District employee other than DCPS Project Manager directs a change in the work to be performed or increases the Scope, the Contractors is responsible to make inquiry to DCPS Project Manager before making the deviation.
   6) Specific Task Order work shall not commence until approved by DCPS Project Manager.
   7) The District reserves the right to perform any specific Task Order item by other means if necessary.

6. **SPECIFIC TYPES OF KITCHEN EQUIPMENT TO BE INSTALLED /SCOPE OF WORK**

Provide kitchen equipment installation price based on proposed unit installation rates. Unit Installation prices shall include the following work:

i. Reviewing specific equipment type to be ordered including type of service required for that piece of equipment (gas, electric, water, drainage)

ii. Visiting the jobsite to ascertain proposed location of new equipment, location and type of existing utilities, and providing written response to DCPS representative on compatibility of that equipment and existing utilities in the proposed location along with any other required work to insure proper, safe installation.

iii. Provide recommendation on any specific modifications required in order to install the equipment correctly.

iv. Receiving, verifying, and securing delivered equipment and accessories at each school from Direct Purchase Contractors, and removal and preparation of the existing equipment for shipment back to DCPS warehouse. Pickup and shipment of old equipment shall be the responsibility of DCPS unless otherwise agreed upon by DCPS and Contractor. Kitchen equipment shall be installed within 5 working days after equipment delivery and receipt of DCPS purchase order number.

**NOTE:** Equipment pictures noted below are general representation. Actual equipment ordered may not be similar size or types.
1. **Full-Sized Duel Stacked Natural Gas (OR EQUIVALENT), 120 volts Convection Oven (Direct purchase by DCPS).** Convection Oven, gas, double-deck, standard depth, solid state manual controls, 2-speed fans, (5) racks & (11) positions, interior light, simultaneous operated doors with glass, s/s front, sides & top, 6" s/s legs, flue connector, 55,000 BTU each, CSA, NSF, CE, EnergyStar®. (2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, std.

- Remove existing natural gas, 120 volts oven and place at secure area in kitchen
- Uncrate and stack new ovens
- Replace quick disconnect hose (Direct purchase by DCPS)
- Manifold new ovens
- Install posi-sets (Direct purchase by DCPS)
- QC to determine oven is operational
- Installation Cost: $

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

2. **Pro Series Type Range (OR EQUIVALENT), natural gas, 24” with (4) 33,000 BTU open burners, with cast iron top & ring grates, storage base, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6" s/s legs with adjustable feet, 120 volts range with casters. (Direct purchase by DCPS):**

- Remove existing natural gas range and place at secure area in kitchen
- Uncrate and install range with casters under existing fire suppression system. (Direct purchase by DCPS).
- Install 48” quick disconnect hose. (Direct purchase by DCPS).
- Install posi-sets. (Direct purchase by DCPS).
- Quality Control to determine range is operational
- Installation Cost: $

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
3. **Ice Machine Head with Bin (OR EQUIVALENT) (Direct purchase by DCPS)**

   Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 575-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 7.6 amps

   Ice Bin, top-hinged front-opening door, approximately 360-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted legs included, protected w/HoshiGuard antimicrobial agent.

   - Remove existing ice machine and place at secure area in kitchen.
   - Uncrate and stack new ice machine
   - Plug machine into power source
   - Install drain lines to kitchen drain line
   - Install filtration system. (Direct purchase by DCPS)
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $__________________

   (Insert this value in **UNIT RATE BID TABULATION FORM – BASE BID**)

4. **Double Steamer, Convection Counter Top (or Equivalent) (Direct Purchase by DCPS)**

   Two (2) Single Compartment Convection Steamer, electric, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, vacuum cooking, manual mechanical timer controls, includes stainless steel support stand with casters, NO water or drain connections required, 5kw, 208/60/1ph, 5'cord & NEMA L6-30P plug. Support Stand, for double stacked units (shown below), standard mounting height: 15" lowest unit height, stainless steel, w/5" casters, standard.

   - Remove existing electric Steamer and place at secure area in kitchen
   - Uncrate and stack new Steamer
   - Verify voltage and plug machine into power source
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $__________________

   (Insert this value in **UNIT RATE BID TABULATION FORM – BASE BID**)

Bid No. ITB-015-19/LM
5. Mobile Cold Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) — electric 120 volts, 15 amps, single phase plug-in unit with 6-ft cord. Stainless steel pans, self-contained condensing unit with thermostat; stainless steel canopy and plexiglass sneeze guard with 115 V fluorescent lights.
   - Remove existing cold serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new unit including sneeze guards
   - Verify voltage and plug machine into power source
   - Install drain lines to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $________________
     (Insert this value in UNIT RATE BID TABULATION FORM — BASE BID)

6. Mobile Hot Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) — electric 5.1 kW, 24.5 Amps, 208V, single phase plug-in unit. Pre-wired single thermostat control with pilot light, 6-ft cord.
   - Remove existing hot serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit, including sneeze guards
   - Verify voltage and plug machine into power source
   - Install unit drain to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $________________
     (Insert this value in UNIT RATE BID TABULATION FORM — BASE BID)

7. TURBOCHEF OVEN-Conveyor Bake Model No. HHC2620 (OR EQUIVALENT) (Direct Purchase by DCPS)
   208/240v/50/60/3-ph, 40.0amps, 6-foot cord (nominal), NEMA 15-50P,
   - Uncrate new Oven and assemble new unit
   - Verify voltage and plug machine into power source
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $________________
     (Insert this value in UNIT RATE BID TABULATION FORM — BASE BID)
8. COOK-TEK COUNTERTOP DOUBLE BURNER INDUCTION COOKTOP (OR EQUIVALENT)  
(Direct Purchase by DCPS)  
208/240v/50/60/1-ph, 32 amps, 6-foot cord (nominal), NEMA 6-50P or NEMA 6-30P

- Remove existing cooking appliance and place at secure area in kitchen  
- Uncrate and install new Induction Cooktop  
- Verify voltage and plug machine into power source  
- Start-up unit, provide quality control and leave fully operational  
- Installation Cost: $__________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
**ATTACHMENT B**

**PROJECT PROPOSAL**

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>PROPOSAL #</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>CONTACT:</td>
</tr>
<tr>
<td>PHONE/FAX:</td>
<td>PROPOSAL VALID FOR ( ) DAYS</td>
</tr>
</tbody>
</table>

**PROPOSAL SUBMITTED TO:**

**PROJECT NAME:**

**PROJECT LOCATION:**

**SCOPE OF WORK:**

---

**Contractor ESTIMATE**

<table>
<thead>
<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th># HOURS</th>
<th>HOURLY RATE</th>
<th>TOTAL AMOUNT</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

**Comments:**

Contractor hereby proposes to furnish labor – complete in accordance with Bid ITB-015-19/LM and the above specifications for the following amount as indicated:

**Select Contract Type:**

<table>
<thead>
<tr>
<th>FIRM FIXED-PRICE</th>
<th>AMOUNT NOT TO EXCEED</th>
</tr>
</thead>
</table>

| Labor: | $ |
| Material: | $ |
| Total Proposed Cost: | $ |

**TIME FOR COMPLETION:** This work shall commence on _______ and be completed by _______.

All work to be completed in workmanlike manner according to standard practices. DCPS Project Manager shall approve any alteration or deviation from above specifications involving extra charge prior to commencement of work.

**AUTHORIZED SIGNATURE:** ___________________________ DATE: ____________

---

**ACCEPTANCE OF PROPOSAL BY DUVAL COUNTY SCHOOL DISTRICT**

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

**AUTHORIZED SIGNATURE:** ___________________________ DATE: ____________

Bid No. ITB-015-19/LM
ATTACHMENT C
MATERIALS and SUBCONTRACT WORK LIST

MATERIALS LIST

Contractor hereby proposes to furnish materials and subcontractor work – complete in accordance with Bid ITB-015-19/LM

<table>
<thead>
<tr>
<th>CONSTRUCTOR:</th>
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<table>
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<tr>
<th>PROJECT NAME:</th>
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<table>
<thead>
<tr>
<th>PROJECT LOCATION:</th>
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</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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</thead>
<tbody>
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<td></td>
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<tr>
<td>17</td>
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</tr>
</tbody>
</table>

Contractor hereby proposes to provide materials, in accordance with the above specifications, for the following amount as indicated:

TOTAL: $__________________
EXHIBIT 3
APITUDE ASSOCIATES, INC.

Bid No. ITB-015-19/LM

For the purpose of evaluation, this form will be interpreted as follows:
Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".
Awards: Will be awarded all-or-none. The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. All items must be bid (failure to bid on all line items will be considered non-responsive). Four (4) of the Six (6) awarded vendors of this contract shall be a certified Small Business Enterprise (SBE) or Minority/Women Business Enterprise (MWBE), as defined in SCI#4 below. If an SBE or MWBE is not four of the six lowest qualified respondents, then it will be awarded to 4 of the lowest qualified SBE/MWBE. If there is not a qualified SBE or MWBE it will be awarded to the lowest qualified non-SBE or MWBE. This will result in an approved vendor list with zero committed volume.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITIES</th>
<th>X</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>INSTALLATION OF SPECIFIC TYPES OF KITCHEN EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Install Full-Sized Dual Stacked Natural Gas, 120 volts Convection Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>175.00</td>
<td>875.00</td>
</tr>
<tr>
<td>2</td>
<td>Install Pro Series Restaurant Range, natural gas, 24” (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>175.00</td>
<td>875.00</td>
</tr>
<tr>
<td>3</td>
<td>Install Ice Machine Head with Bin (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>175.00</td>
<td>875.00</td>
</tr>
<tr>
<td>4</td>
<td>Install Dual Convection Counter Top Steamer (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>175.00</td>
<td>875.00</td>
</tr>
<tr>
<td>5</td>
<td>Install Mobile Hot Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>100.00</td>
<td>500.00</td>
</tr>
<tr>
<td>6</td>
<td>Install Mobile Cold Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>100.00</td>
<td>500.00</td>
</tr>
<tr>
<td>7</td>
<td>Install Turbochef Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>100.00</td>
<td>500.00</td>
</tr>
<tr>
<td>8</td>
<td>Install Counter Top Induction Cooktop (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>100.00</td>
<td>500.00</td>
</tr>
</tbody>
</table>

B KITCHEN EQUIPMENT AND HOOD SYSTEM TASK ORDER HOURLY RATES

Hourly rate for services to include, but not be limited to: repairs, maintenance, associated demolition of existing and installation of new kitchen appliances, equipment, utility serving line units, refrigerators and freezers, including walk-in types, exhaust fans, refrigeration condensing units and fans, and kitchen hood systems; Units are of various size, capacity and manufacturers and other general kitchen equipment applications as appropriate.
NOTE: Hourly rates shall include general supervision, travel, fuel, Freon, and incidental materials.

**Certified Mechanical Contractor, General Contractor, Class A or B License, and **Environmental Protection (EPA) and Liquid Petroleum (LP) certifications required.

| 9         | ONE TWO (2) MAN CREW- (1) Journeyman and (1) Apprentice or (1) Helper. | Hours | 400 | X | 72 | 28,800.00 |
| 10        | ONE (1) JOURNEYMAN (Qualifications as per specifications) | Hours | 400 | X | 48 | 19,200.00 |
| 11        | Mark-up on Materials & Subcontractors (Includes contractor's general supervision of subcontractors as part of the mark-up) | Mark-up multiplier (%) | 10,000 | X | 8 (%) | 800.00 |

TOTAL BASE BID PRICE

$54,900.00

TOTAL YEARS OF EXPERIENCE IN FLORIDA

5
April 8, 2019, Regular Board Meeting

Title

Recommendation
That the Duval County School Board approve the Contract Labor - Kitchen Equipment, ITB-015-2019/LM contract award to the following list of contractors. These contract agreements will have an initial period of one year with an option to renew for three additional one-year periods.

Aptitude Associates, INC ✓
Quantum Mechanical, LLC
Shifting Gears, LLC
Tech X Services, LLC

That the Duval County School Board authorize the Chairman or Vice Chairman and the Superintendent of Schools to execute the contract agreements when form approved by the Office of General Counsel.

That authority be delegated to the Superintendent to renew the contract agreements for subsequent years when form approved by the Office of General Counsel, provided terms and conditions are the same and subject to the availability of funds.

Description
This contract is to perform various kitchen equipment services that include kitchen refrigerator and freezer, gas, steam, electric and kitchen hood equipment new installation, repairs, and maintenance in facilities districtwide on an annual contract basis. These firms will be responsible for providing continuing annual services for assigned projects as required for kitchen equipment installation, repairs, and maintenance on as needed basis.

Purchasing opened bids on December 20, 2018.

This bid has been reviewed by the Office of Economic Opportunity and found to be in compliance with the Duval County School Board Office of Economic Opportunity requirements.

Gap Analysis
The district requires this contract to perform multi-disciplinary trade work to install various types of kitchen equipment.

Previous Outcomes
Performance by contractors on the contract that fulfilled district requirements.
**Expected Outcomes**
Award and successful performance on this new contract.

**Strategic Plan Goal**
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes

**Financial Impact**
The planned funding source will be Food Service Department Equipment funds. Funds will be allocated on a job specific basis. The estimated expenditure for the first contract year is $1.5M based on the volume of walk-in cooler/freezers that are reaching end of useful life and require replacement.

**Contact**
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

**Attachments**
1. ITB-015-19 LM Contract Labor Kitchen Eqpt-Aptitude Associates Inc v April
2. ITB-015-19 LM Contract Labor Kitchen Eqpt-Shifting Gears LLC v April
3. ITB-015-19 LM Contract Labor Kitchen Eqpt-Tech X Services LLC v April
4. ITB-015-19 LM Contract Labor Kitchen Eqpt-Quantum Mechanical v April
### Contact Information
(Please Fill In)

<table>
<thead>
<tr>
<th>District Personnel</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name (Person Overseeing the Contract)</td>
<td>Alonza Anderson</td>
</tr>
<tr>
<td>Contact Telephone Number</td>
<td>904-982-3837(cell)</td>
</tr>
<tr>
<td>Contact Department</td>
<td>Facilities Design and Construction/Food Service</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor's Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor's Name</td>
<td>Aptitude Associates, Inc</td>
</tr>
<tr>
<td>Vendor's Contact Person</td>
<td>Sonm Anazia</td>
</tr>
<tr>
<td>Vendor's Telephone Number</td>
<td>813-753-8849</td>
</tr>
<tr>
<td>Vendor's Address / Email</td>
<td>10511 Alcon Blue Drive <a href="mailto:aptitudeassoc@gmail.com">aptitudeassoc@gmail.com</a></td>
</tr>
<tr>
<td>Prior Relationship with Vendor/Contractor</td>
<td>Renewal Extension Amendment New X</td>
</tr>
<tr>
<td>Prior DCSB Attorney assigned, if known</td>
<td></td>
</tr>
</tbody>
</table>

### CONTRACT SUBMISSION PROCESS
1. Attach vendor's WORD version of the contract to this form;
2. Attach signed Purpose Form or Agenda Item (see below) to this form;
3. E-mail an electronic version in MS Word format to Lorena Fuentez, along with;
4. By your submission of this form, you certify that you have created a "purchase requisition" through the SAP 02 level release utilization the funding source identified below.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Individual projects funded as needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due date of services (interim tasks and due dates)</td>
<td>Award - March 5, 2019</td>
</tr>
<tr>
<td>Funding Source</td>
<td>Federal Food Service Funds</td>
</tr>
<tr>
<td>Payment Schedule (Are the payments made monthly, when task is finished, etc)</td>
<td>Monthly payments associated with individual projects assigned</td>
</tr>
<tr>
<td>Location of services (school, off site facility, etc.)</td>
<td>Various</td>
</tr>
</tbody>
</table>

**Contract Under $100,000**

<table>
<thead>
<tr>
<th>Purpose Page Required</th>
<th>YES ___ No ___ X ___ (If &quot;No&quot;, Board approval required)</th>
</tr>
</thead>
</table>

**Policy 7.41 (no board signature required)**

### Contract Over $100,000

<table>
<thead>
<tr>
<th>Date on Board Agenda</th>
<th>March 5, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature (electronic is okay)</td>
<td>YES ___ NO ___</td>
</tr>
</tbody>
</table>

Alonza Anderson
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES

AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND CONTRACTOR

PROJECT NO: DCSB PROJECT NO. ITB-015-19/LM

PROJECT NAME AND LOCATION: Contract Labor-Kitchen Equipment

CONTRACTOR: Quantum Mechanical, LLC
2781 Vista Parkway, Unit K-5
West Palm Beach, FL 33411

DCPS: THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES
2924 KNIGHTS LANE EAST, BLDG. #4
JACKSONVILLE, FLORIDA 32216

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment 12/20/18
CONTRACT LABOR CONTRACT

THIS AGREEMENT is made and entered into effective April 9, 2019 by and between Quantum Mechanical, LLC, a Florida limited liability company, located at 2781 Vista Parkway, Unit K-5, West Palm Beach, FL 33411, FEIN 59-3572678 (the "CONTRACTOR"), and The School Board of Duval County, Florida ("DCPS" or the "District").

WITNESSETH:

That the Contractor, for the consideration fully set out, hereby agrees with DCPS as follows:

A. THE PROJECT

The Contractor shall furnish all materials and perform all the work for and in connection with Contract Labor – Kitchen Equipment, DCSB PROJECT NO. ITB-015-19/LM, accepting the base bid in a manner and form provided for by the following enumerated Contract Documents which are attached hereto and are made a part hereof as if fully contained herein:

1. Proposal and all Bid Documents, and All Addenda Issued in Connection Therewith
2. Contract Labor Contract (this Agreement)
3. Office of Economic Opportunity (OEO) Participation (Exhibit 1)
4. Scope of Work and Bid Pricing Structure (Exhibit 2)
5. Contractor’s Bid Tabulation Costs (Exhibit 3)

B. RENEWAL: Upon written mutual agreement between Contractor and DCPS, this contract may be renewed at anniversary date for three (3) additional one year periods, subject to the same provisions, terms, conditions, specifications as originally awarded.

C. DEFINITIONS

1. Project: A Project is the total work for any specific Activation to be performed under this Agreement. A Project consists of planning, design, permitting, and construction and code inspection for any specific Activation within the time frame of this Agreement as necessary to complete the component parts of the project. Also referred to as Task Order.

2. Activation: A written document issued by the District authorizing the Contractor to proceed with a project or Task Order. Document will outline acceptance of scope, costs, schedule, and other terms and fees associated with completion of the Project.

3. Architect/Engineer: An Architect/Engineer hired by DCPS for design services related to the Project.

4. Contract Time: The timeframe established by the individual Project Activation schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Substantial Completion Date, and Final Completion Date.

5. Final Completion: All work as outlined in the Final Completion form provided by DCPS to the Contractor.

6. DCPS or the District: The School Board of Duval County, Florida, acting through its Superintendent or his designee, the Executive Director or Project Manager.

inspections on projects administered by DCPS.

8. **Purchase Order:** An accounting document generated by DCPS provided to a contractor or vendor. The terms and conditions of the contract documents and Activation, except as expressly and clearly modified by DCPS, shall be incorporated by reference in any purchase order.

9. **Project Manager:** The person designated by DCPS to provide direct interface with the Contractor with respect to DCPS’s responsibilities.

10. **Substantial Completion:** The term Substantial Completion as used herein shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that DCPS or its designee can enjoy use or occupancy for its intended purpose, including issuance of a Certificate of Occupancy, if applicable. In the event the Work includes more than one Phase, DCPS, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

D. **PERFORMANCE:** DCPS reserves the right to assign work to a selected vendor based upon documented past performance record.

E. **THE CONTRACT TIME**

The Contractor shall commence the work to be performed for each Project under this Agreement on a date to be specified in a written order from DCPS (the "Activation") and shall achieve Substantial Completion ("Substantial Completion Date") of all work hereunder on the date identified in the Activation. The timeframe established by the individual Project Activation shall include the time allocated to complete all Project work and at a minimum the Start Date, Substantial Completion Date, and Final Completion Date. All work and closeout requirements shall be Finally Completed ("Final Completion Date") within THIRTY (30) consecutive calendar days, including holidays, after the Substantial Completion Date. Inasmuch as failure to complete the Project within the time fixed in this Agreement will result in substantial injury to DCPS, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not substantially completed and finally completed in the time allocated above, the Contractor shall pay to DCPS as liquidated damages (if established), which shall represent the cost for DCPS’s inconvenience and the extended administrative cost only, the sums stipulated in paragraph H., Liquidated Damages, of this Agreement. These Liquidated Damages shall be in addition to other actual damages. DCPS shall not be responsible for any costs incurred by the Contractor prior to the issuance of the Activation, should the Activation be delayed or not issued.

F. **EXECUTION OF THE WORK:** Time is of the essence in fulfillment of the required services. The contractor shall complete all work within the schedule established by the Project Manager. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract and/or Purchase Order. No change in the scheduled delivery date or performance shall be permitted without the District’s written consent. No acceptance of goods and/or services after the scheduled delivery date shall waive the District’s rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

All goods delivered shall be subject to the District’s inspection and approval. Goods rejected by the District for whatever reason shall be held, transported and/or stored at Contractor’s sole expense. Contractor shall promptly reimburse the District for any such expenses.
G. SUSPENSION OF WORK: The District may at any time, in its sole discretion, suspend the work for a specified or unspecified time by written notice to the successful Contractor. Upon receiving notice of suspension, the successful Contractor shall immediately suspend all operations except those, which in the District’s opinion are necessary to preserve, care for and protect the work. The successful Contractor shall only be entitled reimbursement for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the work.

In the event that work is suspended as a result of the Contractor not performing as contracted, the District in its sole discretion, reserves the right to withhold, in whole or part, any payment due the Contractor until the breach has been rectified to the full satisfaction of the District.

If the Contractor cannot rectify the breach to the District’s satisfaction, the District reserves the right to remedy the solution in the manner of its own choosing and at the Contractor’s expense.

H. THE CONTRACT AMOUNT

This is a source of service contract; all items will not necessarily be ordered at one time.

For each Project, the Contractor shall submit a cost proposal as outlined in Exhibit 2. DCPS shall issue an Activation and subsequently a Purchase Order, to confirm and acknowledge all costs and terms for the Project work. Should DCPS and the Construction Manager not reach an agreement on the costs or other terms and schedules, DCPS reserves the right to cease negotiations for that project and perform the work by other means without affecting the Agreement or any other project.

The District reserves the right to solicit quotes from the other awarded contractors of this contract for each project. Pricing submitted for these quotes will not be restricted to the individual equipment line item installation costs as submitted in the bid and will be at the discretion of the contractors. There is no limitation on the number of individual project orders. There is no maximum limitation on the total contract amount for all Purchase Orders to be issued under this Agreement.

Escalation Provision: At each renewal of the contract, DCPS will consider an increase due to inflation for unit rate installation and labor hour rates only provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The contractor must request the increase in writing at least 30 days prior to the renewal of the contract.

I. INVOICING AND PAYMENTS:

1. The contractor will be required to submit invoices and reference Purchase Order numbers on all requests for payment. All statements must reference valid Purchase Order numbers. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified and/or approved by DCPS Project Manager. Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required. Invoices for labor and material work performed shall be submitted with the appropriate hourly rates (as indicated on the bid proposal form) multiplied by the actual number of hours worked or for the agreed firm fixed-price amount.

2. Upon submission by the Contractor of evidence satisfactory to DCPS that payrolls, material bills and other cost and liability incurred by the Contractor in connection with the construction of the work have been paid in full, or any other documentation requested by DCPS, normal
terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor's invoice. All applications for payment must contain partial or full release of liens from subcontractors, duly notarized.

3. **Final Payment** - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after DCPS has accepted occupancy of the project, provided that the Project be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if there should remain work to be completed, the Contractor and DCPS shall list those items prior to receiving final payment and DCPS may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, DCPS shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

4. All subcontractors shall remit payment due to their suppliers and subcontractors within seven (7) business days after receipt of payment from the Contractor.

5. No payment will be made for material or equipment stored off-site.

6. **Method of Payment**: DCPS will make payment in one of two methods – either by direct check issuance or credit card (DCPS e-payables/credit card program process). If credit card payment is acceptable, initial the designated space(s) on the Contractor Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation. The Contractor must elect which option they choose to be paid at the beginning of the Agreement period. If direct check is chosen, the Contractor may elect the e-payable/credit card process method at any time during the Agreement; however, once this option is selected, no further changes may be made unless approved by DCPS. At DCPS's sole option, DCPS may change the direct check issuance to an Automated Clearing House Method (ACH) of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

7. **Payment Dispute** – If a payment dispute arises due to payment rejection outlined in F.3. Partial Payments above, the dispute will be handled in accordance with the procedures outlined in Florida Statutes 218.76, “Improper payment request or invoice; resolution of dispute”.

J. **LIENS, CLAIMS AND ENCUMBRANCES**: Contractor warrants and represents that all the goods, materials and/or services supplied shall be free and clear of all liens, claims and encumbrances of any kind.

K. **AVAILABILITY OF FUNDS**: The obligations of DCPS under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

L. **LIQUIDATED DAMAGES**:

The parties to the Agreement agree that time, in the completion of the work, is of the essence. DCPS reserves the right to establish Liquidated Damages for each individual Project /Activation. DCPS and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the work is impossible to determine as of the date of execution of the Activation or Construction Authorization and that proof of precise amount will be difficult. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to DCPS for expenses which are difficult to quantify with certainty and which were incurred by DCPS due to the delay.
1. In the event Liquidated Damages are established for each individual Project, the Contractor shall be assessed Liquidated Damages on a daily basis for each calendar day the Contract Time for that Purchase Order is exceeded due to a Non-Excusable Delay.

2. In the event the Contractor fails to perform any other covenant or condition of this Agreement or Activation relating to the Project work, the Contractor shall become liable to DCPS for any actual damages which DCPS may sustain as a result of such failure on the part of the Contractor. These damages shall be in addition to Liquidated Damages.

3. Nothing in this Article shall be construed as limiting the right of DCPS to terminate the Activation, to require Surety (if applicable) to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Agreement and Activations.

Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract.

M. INSURANCE:

1. The Contractor shall maintain the following insurance coverage (in the types and amounts not less than set forth below) during the life of the contract:
   a. Worker's Compensation Insurance in compliance with Florida Statute 440.
   b. Comprehensive General Liability Insurance in an amount equal to or greater than $500,000 per occurrence.
   c. Vehicle Public Liability and Property Damage Insurance with minimum limits of $500,000 combined single limit.
   d. Additional Insured Endorsement naming The School Board of Duval County, Florida as an additional insured on all policies required by these specifications (excluding worker's compensation and employer's liability).
   e. All policies shall contain cancellation endorsements providing ten (10) days written notice of cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of the change.
   f. Indemnification shall be in accordance with F.S. 725.06.
   g. By setting the foregoing minimum coverage, the District does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

2. Insurance shall be written through a company that is admitted to do business in the State of Florida and approved by DCPS. Prior to commencement of any work under the contract, the contractor shall provide Certificates of Insurance for the above coverage to the School Board of Duval County, Florida, Facilities Design and Construction, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida 32207. This bid number must be shown on certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

N. INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless DCPS, and his Agents and Employees as set forth herein and to the maximum extent permitted by law, from and against all claims but not limited to damages, losses and expenses, including code upgrades, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts
any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or (3) results from the Contractor's breach of any Agreement provision, including but not limited to unexcused delay in completion of the Project. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to DCPS (subject to the limitations and provisions of s. 768.28, F.S., the limitations and provisions of which are not altered, expanded or waived by anything in this Agreement).

In any and all claims against DCPS or any of his agents or employees or by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the worker's compensation acts, disability benefit acts or other employee benefit acts.

O. PERSONNEL: All Contractor personnel providing services to the District under the terms of this contract shall be full-time, permanent employees of the contracted company only, unless express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by DCPS Project Manager. For those trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman and Apprentice standards.

P. PERSONNEL CONDUCT: All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

Q. SUBCONTRACTOR: A subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between DCPS or Architect/Engineer and any subcontractor.

1. DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Executive Director, Facilities Design and Construction. The contractor shall list all sub-contractors on the Proposal Material List Forms.

2. By an appropriate written agreement, duly notarized or witnessed, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward DCPS and the Architect/Engineer. Said agreements shall preserve and protect the rights of DCPS and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall
require each Subcontractor to enter into similar agreements with his Sub-Subcontractor.

3. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two (2) years within the last five (5) years. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

4. The Contractor shall be responsible to DCPS for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

5. Upon request, the Contractor shall provide a copy of each subcontract, including the general supplementary conditions, to DCPS.

R. NOTICE OF DIRECT PURCHASE - SALES TAX EXEMPTION:

DCPS is exempt from sales tax on the purchase of construction material. DCPS has elected to exercise this right and therefore may directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to DCPS. DCPS may, via Purchase Order (PO), purchase material, and the Contractor shall assist DCPS in the preparation of the Purchase Order. DCPS will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All bids are to be submitted with all applicable taxes included.

The Contract Amount shall be reduced by the net, undiscouted amount of the purchase orders plus all State sales tax. This reduction in the Contract Amount will occur through a Change Order, which will reference the Purchase Order affecting the change.

Issuance of Purchase Orders by DCPS shall not relieve the Contractor of any responsibility regarding material or equipment purchases or installations, with the exception of the payments for the material or equipment purchased. The Contractor shall remain fully responsible for coordinating, scheduling, ordering correct quantities, submittals, protections, storage, shipping, security, expediting, receiving, verification, installation, cleaning and all applicable warranties.

When DCPS determines it to be in its best interests, the Contractor will serve as DCPS's agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by DCPS in compliance with chapter 212, Florida Statutes (and in such event, the Contract Amount shall be reduced accordingly the savings realized by this process). As part of the Contractor's responsibility, he shall administer this procurement process consistent with the following procedures and requirements:

1. A Purchase Order Requisition Form (in a form acceptable to DCPS and Contractor) shall be prepared by the Contractor and submitted to DCPS prior to ordering DCPS-purchased materials. The requisition form will provide the name, address, telephone number and contact person for the materials supplier; a list of required items, the quantity needed, the price and sales tax associated with the materials, and delivery dates established by the Contractor.

2. DCPS will prepare and issue standard DCPS Purchase Order Forms to the Vendors. In conjunction with the execution of DCPS's Purchase Orders, the Contractor shall execute and
deliver to DCPS, deductive change orders reflecting the full value of all materials directly purchased by DCPS, plus all sales tax savings associated with the materials.

3. The Contractor will be responsible for all matters relating to the receipt of materials purchased by DCPS including verifying correct quantities and inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to DCPS for payment.

4. Title to DCPS-purchased materials will vest in DCPS at the time the materials are delivered to DCPS-owned construction site and accepted by DCPS (F.O.B. job site).

5. DCPS is billed directly by the selling Vendor for purchases of building materials. All discounts are for the account of DCPS.

6. DCPS makes payment for the building materials directly to the selling vendor.

7. Contractor shall be responsible for coordinating the delivery, storage and incorporation of material purchases made-by DCPS pursuant to this section. Once the materials are incorporated into the Project they become the responsibility of the Contractor. Failure by the Contractor to comply with the tax exemption procedures which results in taxes, fines or damages to DCPS shall be the sole responsibility and liability of the Contractor.

8. It is recognized that the Contractor may encounter additional overhead costs in assisting DCPS with its Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Base Bid.

S. JESSICA LUNSFO RD ACT: At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.467, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at www.duval.sofn.net)

By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

T. CIRCUMSTANCES BEYOND CONTROL: Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

U. MOST FAVORED CUSTOMER STATUS: The awarded vendor shall afford DCPS most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

V. SEVERABILITY: If any term, condition or requirement of this proposal is held invalid,
unenforceable or illegal for any reason, the remainder of the Agreement/Contract shall continue to be valid and enforceable.

W. ASSIGNMENT OF CONTRACT AND/OR PAYMENT: The Contractor shall have sole responsibility for the quality, liability, coordination and completion of all work outlined in this endeavor. The District considers the Contractor to be the sole contact regarding all Contract/Agreement matters. The Contractor shall be prohibited from assigning, transferring and conveying, subletting or otherwise disposing of any Contract/Agreement of its rights, title or interest therein, or its power to execute such Contract/Agreement without the previous written approval of the District. The Contractor shall include with the proposal the names of subcontractors, the extent of the work that is affected by each and a brief description of prior experience in managing the proposed sub-contractors. The District shall have the right to review, approve or disapprove prior to any change of sub-contract, or the addition of sub-contract, by the successful Contractor during the term of the Contract/Agreement.

X. AUDIT / RECORDS RETENTION: DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Y. GOVERNING LAW; VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Duval County.

Z. NO THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

AA. PUBLIC RECORDS LAWS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

a. Keep and maintain public records required by the District in order 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 the Chapter 119, Florida Statutes 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

BB. NON-DISCRIMINATION. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the Agreement on account of a person’s actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

CC. SURVIVORSHIP. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification provisions, shall survive the expiration, cancellation or termination of the Agreement.

DD. NO GIFTS OR CONTINGENT FEES. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

EE. DISCLOSURE OF EMPLOYMENT OF FORMER DCPS EMPLOYEES. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of
any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

FF. FEDERAL FUNDS: The contractor certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the contractor/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

GG. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HH. CIRCUMSTANCES BEYOND CONTROL: Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

II. LEGAL AWARENESS AND COMPLIANCE: It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility.

JJ. AFFIRMATIVE ACTION: Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

KK. OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION: The contractor shall comply with DCPS's Office of Economic Opportunity policy in accordance with the terms outlined in Exhibit 1.

LL. TERMINATION DUE TO DISHONESTY: Should the Contractor be determined by DCPS to have misrepresented the utilization of funds or of misappropriation of property belonging to DCPS,
DCPS has the right to terminate this Agreement immediately without recourse and have no further obligations to the Contractor under this Agreement. DCPS shall not be responsible for any payments under a termination for cause based on dishonesty.

**MM. UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by DCPS for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

**NN. CANCELLATION:** DCPS, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of DCPS. If Contract/Purchase Order(s) is so canceled, then DCPS shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

**OO. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

**PP. NOTICES; AGENCY ADMINISTRATOR.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:
Quantum Mechanical, LLC.
Attn: Managing Member
2781 Vista Parkway, Unit K-5
West Palm Beach, Florida 33411
Phone: 561-868-1008

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Dr. Diana Greene, Superintendent

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive
Room 3403
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as follows: The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties’ respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party’s representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District’s representative for the day-to-day activities, the District’s Administrator shall be:

Duval County Public Schools
Attn: Alonza Anderson
2924 Knights Lane East, Bldg. #4

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment 12/20/18
Jacksonville, FL 32216
(904) 732-5145

QQ. CIVIL RIGHTS: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program and Activities, and any additions or amendments.

RR. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

SS. BYRD ANTI LOBBYING: The Contractor shall file the required certification to comply with the Byrd Anti-Lobbying Amendment.

TT. CLEAN AIR AND WATER POLLUTION ACTS: The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

UU. EXECUTION: This Agreement may be executed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to comprise an entire and original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

By: [Signature]
Name: [Name]

By: [Signature]
Name: [Name]

ATTEST:

By: [Signature]
Dr. Diana Greene, Superintendent of Schools and Ex-Officio Secretary to the Board

Approved by Board on April 8, 2019

Form Approved:

By: [Signature]
Office of General Counsel

Quantum Mechanical, LLC

By: [Signature]
Gordon N. Patrick, Managing Member

The School Board of Duval County, Florida

By: [Signature]
Lori Hershey, Chairman

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment 12/20/18
EXHIBIT 1

OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION

A. Duval County Public Schools encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the District do not discriminate in the awarding of District contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

B. It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

C. Compliance: Applicants are hereby notified that failure to fully comply with DCPS’ SBE and/or M/WBE policy shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties may include but are not limited to the following:

- Removal from the School District Vendor List
- Withholding retainage until deficiencies are remedied
- Negative evaluation up to 2 years on future projects

The terms of this document shall survive the awarding of the contract and shall be incorporated in the terms and conditions of the subsequent contract between the parties.

PARTICIPATION GOALS: The following goals and conditions apply to this contract and submission of proposals by prospective applicants shall constitute full acceptance of all conditions of DCPS’ SBE and/or M/WBE policy. The attainment of SBE and/or M/WBE participation goals established for this contract will be measured as a percentage of the GMP. The goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

Only firms certified by DCPS may be listed. Goals will be listed in the public announcement for professional services. For a current certified SBE and/or M/WBE listing, you may contact:

Duval County Public Schools, Office of Economic Opportunity
1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-1480 Telephone/ (904) 858-1492 Fax
www.duvalschools.org/oeo
Attachment A

DUVAL COUNTY SCHOOL BOARD

OFFICE OF ECONOMIC OPPORTUNITY (SBE and/or M/WBE) PARTICIPATION

A. POLICY

Duval County Public Schools (DCPS) has participated, along with the City of Jacksonville and other Independent Agencies of the City, in the research and development of a disparity study.

It is an official policy of DCPS to ensure the equitable participation of Small Business Enterprises (SBE) and Minority/Women Business Enterprises (M/WBEs) in its contract awards based upon availability. It is DCPS’ intent in adopting this program to reflect the philosophy with regard to enhancing participation of Small Business Enterprises and Minority/Women Business Enterprise in all areas of procurement.

B. BIDDER OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that Small Business Enterprises and Minority/Women Business Enterprises have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. SUBMITTAL REQUIREMENTS

The following forms shall be submitted with your Guaranteed Maximum Price (GMP) as evidence of SBE and/or M/WBE participation:

1. OEO FORM 1, Proposed Schedule of Participation. This form must be submitted with the GMP and must include the following information:

   a. The name, current telephone number and SBE or M/WBE classification for each firm that is participating on the contract.

   b. A description of the scope of work, materials, equipment or services to be furnished by the certified SBE and/or M/WBE subcontractor, sub consultant or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;
c. The agreed-upon dollar value for such work, materials, equipment or services, slated to be performed by each named SBE and/or M/WBE firm;

d. Please note that SBEs and/or M/WBEs participating on DCPS projects must be certified as an SBE and/or M/WBE with DCPS Office of Economic Opportunity, prior to the bid opening.

e. The percentage of the SBE and/or M/WBE participation will be evaluated in comparison to the base bid price quoted by the Construction Manager.

2. **OEO FORM 2, Letter of Intent to Perform as a SBE and/or M/WBE Subcontractor.** This form is to be completed by the Subcontractor and submitted with the GMP.

3. **OEO FORM 3, Prime Contractor Affidavit.** This form is to be completed by the prime contractor, sworn and subscribed before a notary, and included in the bid/proposal.

4. **OEO FORM 4, Pre award waiver for Good Faith Efforts.** In the event the Prime Contractor is unable to obtain bids/quote from SBE and/or M/WBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall submit OEO Form 4 with his GMP. Good Faith Effort will be determined by a point system. Prime contractors will need a minimum score of 80 points in order to demonstrate a good faith effort.

D. **PARTICIPATION GOALS**

The following goals and conditions apply to this contract and submissions of a proposal by prospective Contractor shall constitute full acceptance of all conditions outlined in the Construction Manager Selection Booklet documents or submittals.

The attainment of OEO participation goals established for this contract will be measured as a percentage of the base of the contract. The Goals established for this contract are: **If multiple vendors are awarded, the majority will be awarded to OEO vendors.**

E. **EXCLUSIONARY AGREEMENTS**

Agreements between any bidder and SBE and/or M/WBE in which the SBE or M/WBE promises not to provide subcontracting quotations to other bidders are prohibited.
F. DEFINITIONS

1. SMALL BUSINESS ENTERPRISE (SBE)

SBE means an independently owned and operated business that is not dominate in its field of operation and is performing a commercially useful function whose principal place of business is located in Baker, Clay, Duval, Nassau or St. Johns' County that meets DCPS defined eligibility criteria.

2. MINORITY/ WOMEN BUSINESS ENTERPRISES (M/WBE)

M/WBE means a small business concern, which is at least 51 percent, owned by one or more minority persons or member of an insular group that is of a specific racial, ethnic, or gender makeup or national origin which has been subjected to disparate treatment due to identification in and with that group resulting in a underrepresentation of commercial enterprises under the group's control and whose management and daily business operations are controlled by such person. The company primary place of business must be located is in Baker, Clay, Duval, Nassau, or St. Johns County.

3. CONTROL

Whether the SBE and/or Minority/Women Owned Business is listed as a sole proprietor, joint venture or corporation with at least 51% ownership, they shall possess the necessary licenses and the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operations.

4. OEO FORM 1 - PARTICIPATION CATEGORIES

a. SUBCONTRACTOR: Any SBE and/or Minority/Women Business Enterprise capable of furnishing to the General (Prime) Contractor, labor, professional services, materials, supplies, equipment, transportation, management or supervision necessary to accomplish the work under this contract.

b. MANUFACTURER: A firm that operates or maintains a factory or establishment that produces, on its premises, materials or supplies obtained by the contractor of incorporation into the Project.

c. SUPPLIER: A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SBE or M/WBE must engage in as its principal business and in its own name, the purchase and sale of the products in question. A supplier of
such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this section.

d. SERVICES: A business or individual who performs the furnishing of a professional service such as engineering, architecture, etc., and/or the furnishing of labor, time, or effort to a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

G. OEO DIRECTORY

A directory of certified SBEs and M/WBEs can be obtained on the following website:

www.duvalschools.org Office of Economic Opportunity

H. SUBCONTRACT CLAUSE

Bidders may count towards the established SBE goal and/or the established M/WBE goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and hold the necessary license to do the work or provide the materials for which they are listed.

I. EVALUATION OF OEO PARTICIPATION

In order to count the SBE when there is an established SBE goal and/or M/WBE when there is an established M/WBE goal, the prime contractor will submit the OEO participation Form 1, which includes SBE and/or M/WBE contact phone number, quotation, description of work, materials, equipment or services OEO Form 2, Letter of Intent, and Form 3 Prime Contractor affidavit certifying the Prime Contractor has requested and received bid quotations from the SBE and/or M/WBE firms listed in their bid/proposal documents. DCPS will attempt to confirm the contents of the submission by contacting SBE firms when there is an established SBE goal and M/WBE firms, when there is an established M/WBE goal, by telephone or certified letter, return receipt requested, within two workdays after the date of letting.

1. The established goal or goals shall be applied to the base bid value of the contract and be reflected in the monetary portion spent on subcontracts for consulting and construction services awarded to those SBEs and/or M/WBEs meeting contracting specifications, unless otherwise specified.

2. Credit toward the goal or goals for majority bidders will be based on the percentage of work actually performed by the SBEs and/or M/WBEs.
3. Bidders may count toward the established goal or goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and licensed to do the work for which they are listed.

4. Bidders may count first- and second-tier subcontracts toward the meeting of the established goals. If the subcontracting opportunity is second tier, please denote this in the left hand margin on OEO FORM 1. **NOTE:** Additional information may be requested as it pertains to these opportunities.

5. Bidders may count toward goals 60% of its expenditures for materials and supplies required under a contract and obtained from a SBE and/or M/WBE supplier, and 100% of all expenditures to an SBE or M/WBE manufacturer.

   a. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the bidder.

   b. For purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

6. If a certified minority bidder bids as a prime contractor, he or she can meet the designated goal under his or her minority status. However, minority bidders are required to meet the goals of the remaining minority categories or show a Good Faith Effort to do so.

7. Credit toward the SBE goal and/or M/WBE goal allowed for a joint venture with SBE or M/WBE will be determined by the percentage of ownership and control of the SBE or M/WBE participants in the joint venture. The eligibility of an SBE or M/WBE joint venture will be determined on a project-by-project basis. A joint venture must be certified as a SBE or M/WBE joint venture in order for the participation of the SBE or M/WBE partner to be counted toward the SBE goal and/or M/WBE goal requirement. The SBE or M/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least 25 percent and the SBE or M/WBE partner must be responsible for a clearly defined portion of the work to be performed. Joint Venture Certification Applications are available upon request from DCPS Office of Economic Opportunity. Joint Venture Certifications are required for each project the venture plans to participate in.

**J. CONTRACT AWARD**

20
DCPS proposes to award the contract to the lowest responsive and responsible bidder submitting provided the bidder has met the goals, or the bidder made an acceptable Good Faith Effort to meet the goals established, consistent with the best interest of the Owner. The apparent successful bidder will be required to submit OEO participation information to the Owner in accordance with the contract specifications. For all contracts for which contract goals have been established, each bidder or proposer is expected to meet or exceed the stated contract goal.

The apparent successful bidder must satisfy the Owner that the bidder has made Good Faith Efforts to meet the SBE goal and/or M/WBE goal and to ensure that all SBEs and M/WBEs have an equitable opportunity to compete for subcontracts. In assessing the "Good Faith Efforts" of bidders/proposers to determine if they are eligible for a contract award, the Owner will consider that efforts that are merely pro forma are not Good Faith Efforts. Also, efforts to obtain SBE and/or M/WBE participation are not "Good Faith Efforts" (even if sincerely motivated) if, given all relevant circumstances, they could not reasonably be expected to produce a level of SBE and/or M/WBE participation sufficient to meet DCPS' established goals.

Award of the contract will be conditioned upon submission of SBE and/or M/WBE participation information with the bid proposal and upon satisfaction that the contract goals can be met or, if the goals are not met, upon demonstrating that "Good Faith Efforts" were made to meet the goals. When evaluating competitive bids/quotes for the award in which the low bidder is otherwise responsive to specifications, but not attaining the SBE and/or M/WBE goals and not meeting the Good Faith Efforts requirements, the bid shall be awarded to the next low responsible bidder responsive to the SBE and or M/WBE goals and/or meeting the Good Faith Efforts requirements; however, if the base bid of the next low responsible bidder responsive to the SBE and or M/WBE goals and/or meeting the Good Faith Efforts requirements is more than 10% or $125,000 (whichever is less) of the original low responsible bidder, the Owner may award the contract to the original low responsible bidder.

The Owner shall have absolute discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been nonresponsive to SBE and M/WBE program requirements without satisfactory justification accepted by the OEO.

K. POST AWARD REQUIREMENTS

1. After the award of the contract, failure on the part of the successful contractor to employ SBEs and/or M/WBEs to fulfill the scope of work they were listed for at a percentage level equal to, or higher than, stated on OEO FORM 1, shall constitute a material breach of contract and default justifying termination.

2. Upon request of approval for a change order, the OEO shall be notified. If it is for additional scope of work, goals may be set accordingly.
3. Nothing contained herein shall be construed to require the successful bidder to award a subcontract to a SBE or M/WBE if it is not the lowest conforming bid.

L. REPORTING

The successful contractor awarded this project shall submit the following:

1. A monthly summary of actual SBE and/or M/WBE participation using OEO FORM 5.

2. An OEO FORM 6, CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).

3. A Project Summary is required upon completion that will include the original scope of the project and any change orders. This summary should include the SBEs and/or M/WBEs that participated, the amount they were paid and any moneys owed them and the reason for them being withheld.

Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the contractor has submitted the required documentation. Contractors are required to maintain records of the SBE and M/WBE summaries for 3 years.

This information should be forwarded directly to:

Duval County Public Schools
Beth Tramel, Supervisor
Office of Economic Opportunity
1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-4860

M. PROMPT PAYMENT

This contract shall contain a provision requiring the prime Contractor to certify in writing that all sub-Contractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime Contractor prior to receipt of any further progress payments. Upon completion of the
contract, DCPS shall require documentation to certify that payments to such sub-Contractors or suppliers have been made.

This provision in no way creates any contractual relationship or obligation between any sub-Contractor and DCPS or any liability on DCPS for the Contractor’s failure to make timely payments to the sub-Contractor. However, any Contractor’s failure to comply with this provision shall constitute a breach of its contractual obligations with the DCSB contract.

N. SUBSTITUTIONS

If the successful contractor wishes to make a substitution of a SBE and/or M/WBE subcontractor or a joint venture, the bidder MUST:

1. Submit satisfactory written proof of "noncompliance" to the Office of Economic Opportunity and to the Executive Director, Facilities Design and Construction. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract between it and the successful contractor.)

2. Not make any substitutions until all information submitted has been reviewed and approved by the OEO.

3. Substitute a certified SBE and/or M/WBE in the same category, performing the same work, as the subcontractor being replaced.

4. Not contract for an amount lower than the amount submitted by the subcontractor being replaced.

O. ADDITIONAL SUBCONTRACTING OPPORTUNITIES

All bidders shall incorporate the SBE and M/WBE participation policy, conditions and instructions in all agreements that offer further contracting opportunities, including but not limited to additive alternates and change orders.

1. Additive Alternates: If the trade is within those included in the base bid and an SBE and/or M/WBE was listed for that portion of the project, then the same SBE and M/WBE should be used for the alternate.

2. Change Order: If the trade is within those included in the base bid and a SBE and/or M/WBE was listed for that portion of the project, then the same SBE and/or M/WBE should be used for the alternate.
3. If the Change Order is within a different trade and presents further subcontracting opportunity beyond current subcontracting trades, the prime contractor must utilize SBE and/or M/WBEs or demonstrate Good Faith Efforts to further include SBE and/or M/SBE participation.

P. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with DCPS’ SBE and M/WBE policy as set forth herein shall constitute a breach of the contract which may result in termination of the contract or other remedy as permitted by law and policy and permitted by owner. Such sanctions may include but are not limited to the following:

1. Decertification from the SBE and M/WBE program and removal from the OEO directory
2. Withholding retainage until the deficiency is remedied
3. A negative evaluation of past performance for up to 2 years on future projects

The terms of this document shall survive the awarding of the bid and shall be incorporated in the terms and conditions of the subsequent contract between the parties.
### OFFICE OF ECONOMIC OPPORTUNITY
#### UTILIZATION REPORT

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- [ ] Annual Contract
- [ ] If Annual, please note Activation No.:  
- [ ] S/MBE Goal:  
- [ ] W/MBE Goal:  

#### Type of Project:  
- [ ] A/E  
- [ ] Construction  
- [ ] Design  
- [ ] Construction Management  
- [ ] Professional Services  

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#### PERCENTAGE OF OVERALL CONTRACT COMPLETION:  

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SMALL, MICRO, M/WBE CODES:

SBE  Small Business Enterprise  MBE  Micro Business Enterprise  AW  American Woman
AA   African American         AS   Asian American          NA   Native American
HA   Hispanic American        

Page 1 of 2

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

________________________________________  ______________________________________
Signature                                                                 Title

________________________________________
Date

NOTES: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR’S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE OFFICE OF ECONOMIC OPPORTUNITY AT: 1701 PRUDENTIAL DRIVE, JACKSONVILLE, FL 32207

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment

12/20/18
LETTER OF INTENT TO PERFORM AS A SBE and/or M/WBE SUBCONTRACTOR/PROPOSER (FORM 2)

TO: ____________________________________________________________

(The name of General Contractor/Consultant)

DCSB PROJECT NAME & NO.: ________________________________________

_________________________________________________________________

The undersigned intends to perform work in connection with the above project as (check one):

[ ] an individual   [ ] a corporation   [ ] a partnership   [ ] a joint venture

The status of the undersigned is confirmed on the attached SBE and M/WBE Identification Affidavit (OEO FORM 2A).

The undersigned is prepared to perform the following work in connection with the above project:

_________________________________________________________________

_________________________________________________________________

(Specify in detail, work items or parts thereof to be performed)

at the following price: $ __________. Of which, _________ Percent (%) of the dollar value of this subcontract will be sublet and/or awarded to non-minority subcontractors.

The undersigned agrees to enter into a formal Agreement with you to perform the above work, if you are awarded the prime contract. (For Professional Services contracts, proposers need not enter into contractual agreements with any SBE or M/WBE at this time.)

_________________________________________________________________

_________________________________________________________________

(Date)                                          (Telephone Number)             (Fax Number)

(S/MBE Firm Name)                                                                                           (Type or Print Name)

(S/MBE Firm Address)                                                                                          (Signature)

(City State & Zip Code)                                                                                        (Title)

(M/WBE Firm Name)                                                                                              (Type or Print Name)

(M/WBE Firm Address)                                                                                           (Signature)

(City State & Zip Code)                                                                                        (Title)

FORM 2
PRIME CONTRACTOR AFFIDAVIT

STATE OF __________________

COUNTY OF __________________

BEFORE ME, THE UENDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED __________

______________________________________ (NAME OF CONTRACTOR) HEREBY KNOWN AS THE

"AFFIANT," WHO BEING BY ME FIRST DULY SWORN, DEPOSES, AND SAYS:

THAT THE AFFIANT IS A CONTRACTOR WHO IS SUBMITTING A BID ON A DUVAL COUNTY
PUBLIC SCHOOL PROJECT.

THAT IN CONJUNCTION WITH THE SUBMISSION OF THIS BID IN ORDER TO COMPLY WITH THE
REQUIREMENTS OF THE DUVAL COUNTY SCHOOL BOARD'S OFFICE OF ECONOMIC OPPORTUNITY
PROGRAM, THE AFFIANT, PRIOR TO THE DATE OF THIS AFFIDAVIT, HAS CONTACTED THE
SUBCONTRACTORS LISTED ON THE OFFICE OF ECONOMIC OPPORTUNITY (OEO) FORM 1,
SCHEDULE OF OEO PARTICIPATION, WHO HAS AGREED TO ENTER INTO A CONTRACT ON THE
PROJECT ASSUBCONTRACTORS/SUPPLIERS FOR THE WORK INDICATED IN THE BID TO DCPS

______________________________________

AFFIANT'S NAME

SWORED TO AND SUBSCRIBED BEFORE ME UNDER OATH THIS ___________ DAY OF

______________________________________ 20 ___.

____________________________

NOTARY PUBLIC'S SIGNATURE

____________________________

NOTARY PUBLIC'S NAME (TYPE OR PRINT)

PERSONALLY KNOWN ________________ PRODUCED IDENTIFICATION ________________

TYPE OF IDENTIFICATION PRODUCED _______________________________________

OEO FORM 3  7/2016

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment

12/20/16
Pre-Award Waiver for Good Faith Efforts
(OEO Form 4)
Note: Completion of this form is not required if established goals are met or exceeded.

☐ Minority/Women Business Enterprises (M/WBE) ☐ Small Business Enterprise (SBE)

CONTRACTOR FIRM: ________________________________

PROJECT TITLE: ________________________________

PROJECT NUMBER: __________________ DATE: __________

The bidder may request a full or partial waiver of the mandatory Small, Minority and Women Business Enterprise goals established for the project for good cause by submitting this Form 4 and documentation to the OEO. Under no circumstances shall waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the vendor and careful review by the OEO. A prime contractor will need a minimum score of 80 points in order to demonstrate a good faith effort. Any act or omission by the District shall not relieve the bidder of this responsibility. The OEO shall base its determination of a waiver request on the following criteria:
Criteria listed below are excerpted from DCPS Policy 7.72 and the Procedures Manual. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Prime Contractor Attendance at DCPS pre-bid conference, if held: □ Yes □ No □ Not Held (5 points)

2. Whether and when the bidder provided written notice to all certified MWBE/SBE listed in DCPS OEO Directory that can perform the type of work to be subcontracted and advising the MWBE/SBE of the specific work the bidders intends to subcontract; acknowledgement of MWBE/SBE interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications. (20 points)

Provide complete list of all MWBE/SBE solicited.

Provide the date letters were transmitted (MWBE/SBE will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MWBE/SBE. Recommended information in your solicitation letter should have included, but was not be limited to, the following:
- Project specific information
- Name of Prime Contractor
- Areas of work available for subcontracting
- Contact person's name and phone number (SBE and MWBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.) Bonding requirements of your firm
- Availability of specifications and plans through your office.
- Bid opening date and all addendum information.
- Your requirements/time frames/payment schedules.
3. Has the bidder selected feasible portions of work to be performed by SBE and MWBE, including, where appropriate, breaking into subcontracts or combining elements of work into feasible units? The ability of the bidder to perform work with its own work force will not in itself excuse a bidder from making positive efforts to meet the established goals. (15 points)

If appropriate, detail any subcontracting category that you have broken down to assist SBE and MWBE firms and list firms that have been made aware of this reduced scope.

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<th>Subcontracting Category</th>
<th>MWBE/SBE FIRM</th>
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4. Has the bidder provided interested MWBE/SBE firms with assistance in reviewing the contract plans and specifications? Name the MWBE/SBE firms provided assistance, and describe how your firm provided such assistance including documentation (15 points)

5. Whether the bidder advertised in general circulation, trade association, and/or minority/women – focused media concerning the subcontracting opportunities. (5 points)

   The minority focused papers include:
   BLACK    HISPANIC    OTHER

   List which paper carried your ad and attach a copy of the ad

6. Has the bidder followed up initial solicitations of interest by contacting MWBE/SBE’s to determine with certainty whether the MWBE/SBE was interested? (15 points)

   Name the MWBE/SBE you followed up with and describe your follow up efforts.

7. Has the bidder negotiated in good faith with interested MWBE/SBE, not rejecting MWBE/SBE as unqualified without sound reasons and based on a thorough investigation of their capabilities? (10 points)
   a. Provide a detailed statement of the reasons why subcontracts were not entered into with a sufficient number of MWBE/SBEs to meet the established goals.

   b. Provide a list of MWBE/SBE Subcontractors you deemed unqualified and provide an explanation of the conclusion you reached.

   c. For those MWBE/SBE Subcontractors contacted, but determined to be unavailable, provide either:
i. A signed letter to the bidder from the MWBE/SBE stating they are unavailable;
OR

ii. A statement from the bidder that the MWBE/SBE refused to submit a letter after a reasonable request; and a detailed statement from the Bidder of the reasons for the bidder’s conclusion.

8. Has the bidder effectively used the services of available minority/women community organizations; minority/women contractors’ groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises? (5 points)
List small or business enterprise organizations and minority/women organizations contacted.

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<tr>
<th>Organization</th>
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9. Describe any efforts to advise and assist interested MWBE/SBE Subcontractors in obtaining supplier relationships, bonds, lines of credit, or insurance. (10 points)
Please provide a list of MWBE/SBE Subcontractors you assisted.

SIGNATURE OF COMPANY OFFICIAL

DATE

COMPANY ADDRESS

PRINT NAME

CITY/STATE/ZIP

POSITION

TELEPHONE

FAX

OEO FORM 4
03/2015
EXHIBIT 2
ITB-015-19/LM  CONTRACT LABOR- KITCHEN EQUIPMENT

SCOPE OF WORK & BID PRICING STRUCTURE

1. GENERAL SCOPE DESCRIPTION

B. To provide specialized skills for kitchen equipment at DCPS facilities districtwide to include, but not be limited to: repairs, maintenance and installation of kitchen appliances, equipment, and hood systems units, of various size, capacity and manufacturers, refrigeration and freezer equipment and other general kitchen equipment applications. The contractor will be required to provide limited services to evaluate existing systems and recommend design and/or operating modifications.

C. The Contractor shall provide all labor, supervision, materials, test equipment, tools, vehicles, permits and insurance. No rental charges shall be added to the hourly labor rates for specialized equipment necessary to address the maintenance and repair of these facilities or equipment. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates.

D. DCPS intends to accomplish work by minimizing the District's plans and specifications requirements and maximizing the use of the Contractors expertise. Sketches, drawings, and specifications may be included to clarify the work requirements and satisfy the requirements of DCPS Code Enforcement Department and shall be considered to be included in the scope of work. Any work requiring architectural or engineered drawings are excluded from the scope of work. Scope of work refers to a specific project which will be ordered by an individual task order. Award of task orders will be on a fixed price basis. The need for a Task Order can arise from either the Contractor or DCPS Project Manager, but will be approved/authorized by DCPS Project Manager. The scope of work will be identified, reviewed, and jointly agreed upon to include the nature of the work to be performed, the location of the work, and required date of completion.

E. Travel time and / or vehicle charges for service calls shall be the sole responsibility of the Contractor and the Contractor shall bear this cost as part of his base bid proposal and/or hourly rate quotations. Hourly labor rates are for “time on site” only.

F. A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

2. SERVICE REQUIREMENTS RESPONSE REQUIREMENTS: Bidders shall have the capability to provide qualified personnel for service calls on an emergency basis at multiple locations.

A. In the event of an emergency, the awarded contractor shall be located so as to allow a maximum mobilization/site arrival time of ninety (90) minutes from initial notification (based upon dispatch directly to any District School).

B. The awarded contractor shall provide DCPS a 24-hour emergency contact number (telephone, pager, cell phone) and shall acknowledge and verbally respond to an emergency call from DCPS Project Manager within thirty (30) minutes.

C. The emergency service rate shall be 1.5 times the applicable hourly labor rate only for the services required and approved by DCPS Project Manager. Emergency service hours are those outside the normal working hours and holidays as outlined in Section below "ACCESS."

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D. The awarded contractor shall give first priority services to the District in the event of a hurricane, flood, other natural disaster, or any event identified as an emergency by DCPS.

E. For non-emergency requirements the contractor must respond within 5 days or at the discretion of DCPS.

3. CONTRACTOR LABOR AND GENERAL SUPERVISION: The Contractor shall provide labor and supervision to complete the work. Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with DCPS Project Manager.

A. These general supervision responsibilities apply specifically to personnel in hourly labor rates in Group B7 (2-man crew), B8 (1 Journeyman), and B9 Subcontractors listed in the Bid Tabulation Rate sheet. The cost of general supervision shall be an element of the Contractor’s overhead burden in the applicable hourly individual/crew rates and Subcontractor mark-up percentage.

B. WORKING SUPERVISOR DEFINED: The Working Supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor’s personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, record-keeping and reporting duties. Typical responsibilities of a Working Supervisor shall include, but not be limited to, the following:

- Visits service/construction sites to determine equipment and materials needs and provides this information to DCPS Project Manager.
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications.
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established service/construction safety policies, procedures and regulations;
- Provides technical assistance to crews and DCPS equipment procurement.
- Reviews and resolves project quality, scheduling and progress problems.
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during non-working periods and during emergencies.

Working Supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

C. PERSONNEL CLASSIFICATIONS: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual/crew rates in the Form of Proposal.

1) **JOURNEYMAN** shall have a minimum of five (5) years of experience.

2) **HELPER / APPRENTICE** shall have a minimum of one (1) year experience working directly with a Journeyman.

3) **WORKING SUPERVISOR** shall be qualified as a Journeyman and have a minimum of five (5) years’ experience, including two (2) years in a supervisory or leadership capacity.

D. CREW DEFINED:

1) **Appliance Repairs**: A crew shall consist of one (1) Journeyman

2) **Installation of Kitchen Appliances**: A crew shall consist of one (1) Journeyman and one (1)
4. **SPECIFIC TERMS AND CONDITIONS**

A. **WORK PROPOSALS:** Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor’s risk.

For each project, contractor shall provide price quotation using the attached “Project Proposal and Material List Forms” (Attachments B and C).

Based on the site examination, contractor shall submit a written work proposal using the Bid Item Rates and detailing 1) the required unit price for the specific equipment to be installed OR 2) personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Project Proposal Form Attachment B), and material costs (as indicated on Material List Form Attachment C). The proposal shall be either for a “not-to-exceed” or “firm fixed-price” amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a “not-to-exceed” amount, the Contractor will not exceed the proposed number of hours accepted by DCPS without prior authorization from DCPS Project Manager.

If the proposal is for a “firm fixed-price” amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between DCPS and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Contractor is responsible for pulling all permits and scheduling applicable inspections with DCPS Code Enforcement Office.

B. **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto. Permits are issued by DCPS CODE Enforcement Office.

1) All building inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Enforcement is responsible for permitting and code inspections on all projects administered by DCPS. The costs associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay re-inspection fees and/or fines.
2) All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.

3) The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 3220, via e-mail in accordance with Code Enforcement procedures no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and covered-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.

4) All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

C. OTHER CONTRACTOR REQUIREMENTS

Upon request for DCPS or its representatives, the Contractor will provide the names, addresses, social security number and employment history for those technicians who will be performing DCPS work for verification of experience and for background checking, if necessary.

1) DCPS will require that while on DCPS property that the Contractor’s technicians dress in a manner appropriate to the work to be performed. Contractor technicians will perform their work in a courteous and efficient manner.

2) Contractor must provide a visible employee badge, or other means of identification, that must be worn at all times by each technician while on DCPS property. Badging shall be in accordance with paragraph 31. below.

3) The Contractor will secure, pay for, and comply with all permits and certificates that may be required by local, state and federal laws and ordinances.

4) Contractor must provide their workers with transportation, tools, and equipment appropriate to the work to be performed. DCPS will not provide transportation and will not furnish tools and equipment.

D. ACCESS

1) Due to the nature of the food preparation business, access for scheduled work may be restricted to hours when sites are available, dependent upon the scope of work and area to be serviced.

2) Normal school operating hours are Monday thru Friday 7:30 AM to 3:30 PM. Holidays are as determined in the published DCPS Holiday schedule. The contractor will not be allowed to work during the school operating hours and should plan on after-hours work in order to complete the work.

3) Emergency access will be available at all times.

4) The Contractor’s personnel must sign in with DCPS staff and all personnel must have visible badges at all times.

E. SCHEDULING OF WORK

1) The Contractor shall perform all work during the scheduled visits. Work at times other than scheduled visits / tasks shall be done only with prior permission and coordination with DCPS authorized representative.

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2) The Contractor will make every effort not to undertake any work that entails the powering down of critical equipment during peak activity levels and will closely coordinate that work during peak hours with DCPS.

3) The Contractor shall at all times execute the work in a manner which shall not interfere with the operation and daily routine carried on by the Facility.

4) The Contractor shall agree to any reasonable request by DCPS for scheduling and performance of the work.

F. EQUIPMENT: Each crew shall have a truck and all the customary and necessary hand/power tools and accessories to perform the work of the trade. As part of the performance under this contract, all necessary safety barriers, tape and/or traffic cones shall be provided by the contractor to secure and separate the work area(s).

G. MATERIALS: If requested by DCPS Project Manager, Contractor shall list on the written work proposal, the materials necessary for the completion of the work. At its discretion, DCPS may provide all, or some, of the materials for the proper execution and completion of the project.

H. SAFETY: The Contractor is required to provide a copy of their safety program.

I. CLEANING UP: The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean. DCPS Project Manager shall direct the disposition of all surplus materials.

J. WARRANTY: The contractor shall inspect all equipment purchased (both DCPS and Contractor purchased) and warrant that the equipment is suitable for installation. The contractor shall become responsible for all warranties provided by the manufacturer and any required repairs for the particular type of equipment installed.

The Contractor warrants to DCPS that: (1) the work will conform to the requirements of the contract documents (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the contract documents.

The contractor shall promptly correct work rejected by DCPS Project Manager as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations, the Contractor shall for a period of one year after project completion, correct work not conforming to the requirements of the contract documents.

Any damages to DCPS property caused by the contractor's personnel while performing work under this contract shall be repaired at the contractor's expense.

K. ACCESS TO EQUIPMENT

The Contractor shall have access to all equipment; however, turning equipment on and off shall be
scheduled with DCPS. Prior to starting any work at the Facility, the Contractor will report to DCPS for authorization.

L. CALL BACK SERVICE

1) Call back service is defined as any service previously provided / completed that is either incomplete or having caused a failure because of either a poor service call or preventative maintenance call as deemed by DCPS.
2) The Contractor shall be responsible for providing call back service as required on a seven (7) days per week, twenty-four (24) hours per day, including holidays.
3) The cost for providing call back services, including adjustments and work normally included under preventative maintenance whether during normal working hours or not shall be at no extra charge.
4) If the Contractor fails to respond to an emergency call within the specified period, DCPS reserves the right for another company to be called in to handle the problem and the cost of this service shall be deducted from the amount normally paid to the Contractor.
5) The Contractor must provide a contact name and telephone and/or pager number where technicians can be reached on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays.

M. ALTERATIONS OR MODIFICATIONS

1) The Contractor must have the approval of DCPS before any modification or alterations are made to any items of the equipment and must be well documented on the service report.
2) A DCPS work order number must be issued prior to any commencement of work.

N. INSPECTION OF SERVICES- QUALITY OF WORK

1) All services (i.e. services performed, material furnished or utilized in the performance of services and workmanship in the performance of services) shall be subject to inspection and test by DCPS at all times and places during the term of the Contract. All inspections by DCPS shall be made in such a manner as not to unduly delay the work.
2) The acceptability of quality shall be consistent with best industry practices, at the discretion of DCPS.

O. REPORTS AND LOGS

1) At the conclusion of each work order the Contractor shall provide a detailed report to DCPS.
2) Each report must include a DCPS work order/Purchase Order number, an Equipment ID and the specific location of where the work was performed.
3) The report shall also include the condition of items installed, repaired, inspected, preventative / routine maintenance work performed and a list of items that are recommended for repair, maintenance or replacement.
4) The service report shall also include sufficient detail and description to identify the exact work completed. General statements on service reports will be unacceptable.
5) Each report shall be signed by a DCPS Facilities staff member or designated representative prior to Contractor leaving the site.
6) One copy of the signed report is to be left with DCPS Facilities staff member or designated representative.
7) The Contractor shall maintain a refrigerant inventory log at each site for each piece of equipment specified in this Contract. The Contractor must note refrigerant use, losses and/or leaks. Explanations of losses, leaks and/or thefts must be documented on this form.

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P. PAYMENTS AND INVOICING

2) All invoices are to certify that the work and/or service have been performed to contract specifications. All invoices shall be either computer generated or typewritten.

3) All invoices shall detail the following information. Should the Contractor fail to provide any of this information on the invoice, DCPS may withhold payment until the Contractor amends the invoice.
   a. DCPS Purchase Order or Contract Number
   b. Type of work completed
   c. Date service was completed
   d. Where work was performed
   e. Make, model and Asset ID of equipment/system worked on
   f. DCPS Work Order Number or service request number
   g. Warranty period on work
   h. Name of technician
   i. Material detail list on each invoice (DCPS may request a copy of supplier invoices for parts)
   j. Labor break out

5. CONTRACT BID PRICING STRUCTURE

B. The contract is structured in two (2) Line Item parts for bidding purposes as shown on the Unit Rate Bid Tabulation Form.

1) **Line Item A Specific Kitchen Equipment Installation** - provides for unit price bids for specific types of equipment installation, which includes all labor, materials and supervision to install the specified piece of equipment. The typical work for installation is outlined in the specific kitchen equipment unit. Additional work beyond the scope as outlined in the unit prices will be priced in accordance with the unit prices in Line Item B. Equipment listed as electric in the specific line items that are actually gas (or vice-versa) when purchased may require added services for installation; however, each project shall be reviewed to determine if the general scope of work is equivalent to the line item price.

2) **Line Item B Kitchen Equipment Task Order Hourly Rates** - provides the established bid hourly labor rates and materials and subcontractors materials markup rates to be used when additional services are necessary to perform the required services outside the scope of the specific Equipment Line Items installation in Line Item A.

   a. Specific Task Orders will be developed using unit cost data for Labor Hourly Rates and Materials with Overhead & Profit markup rates **per prices as submitted by the Contractor in the Bid Tabulation Form in the ITB.** The Contractor shall prepare proposals for review and approval by the District. The proposals may be verified by the District utilizing other resources as necessary. The Contractor shall notify the District Project Manager, prior to commencement of work if any other work is found that may exceed the Task Order amount. The scope of this provision shall include related construction, maintenance and technical services which supplement and compliment services defined herein.

   c. When questions arise concerning the labor hours required for a particular job, labor hour requirements will be based on industry standards or, if not applicable, other estimating sources. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials. The District retains the right to obtain additional quotes. The lowest price will be used and the District Contract Representative shall be the final arbiter on service call costs as well as the distinction between service calls and task orders.
B. The contractor shall provide pricing as outlined in the Unit Rate Bid Tabulation Form in the ITB.

The Unit Rate Bid Tabulation Form—Base Bid unit rates include all costs associated with the specified work in accordance with the project specifications. Unit costs and labor and material rates shall include all costs associated with the work, including but not limited to insurance, overhead and profit, all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.)

For all work, Contractor is responsible for coordinating delivery of equipment and goods receipt (and documentation), as specified by DCPS. This work shall be included in all unit pricing. Some equipment will have DCPS asset identification. Contractor shall take care not to damage or otherwise dispose of this identification.

C. **LINE ITEM A** — Specific Kitchen Equipment Installation—Contractor shall insert unit price installation cost in Unit Rate Bid Tabulation Form for all labor and materials costs associated with installation requirements as outlined in Section 6. Below. The type of equipment and installation in Section 6 is typical and may not reflect the actual manufacturer model or picture shown. Minor adjustments for installation shall be included in the unit price installation costs and not be considered additional services.

D. **LINE ITEM B.** — Kitchen Equipment Task Order Hourly Rates - Provide labor, materials, and subcontractor work necessary to complete miscellaneous related work for additional work not described in the installation requirements for equipment described in Section 6. OR for other equipment not described in Section 6. Labor costs will be reimbursed for workers and Journeyman Supervisors directly employed by the contractor to perform or supervise work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

For hourly rates and materials- the contractor will prepare his price proposal and compare this price against recognized industry costing standards. The recognized standard for this estimating will be the RS Means Facilities Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, FL area or other information as provided by the Contractor and approved by the District. The District reserves the right to use other standard industry means for estimating.

Costs of subcontractors and materials for work completed on a time and materials basis shall include the cost of additional materials incorporated or consumed by actual work multiplied by the overhead and profit multiplier (for example an 8% OHP mark-up.) This multiplier does not apply to materials incorporated or consumed under the unit rates in Line Item A.

For subcontractor work, the contractor shall seek competitive proposals from multiple (at least three) competent sources and provide DCPS with a minimum of two final price proposals which establish that the proposed price for this work is fair and reasonable.

1) **Hourly Rates** the Contractor will submit with his Bid Tabulation Form an amount for hourly rates for each class of employee to be used in the performance of each type of work covered under this Contract. These rates will be shown in the ITB Unit Rate Bid Tabulation Form. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates. All rates shall be shown as outlined in the ITB Unit Rate Bid Tabulation Form.

2) **Materials and Subcontractor Mark-Up Percentage**

The Contractor will submit with his Bid Tabulation Form a percentage amount for Materials and Subcontractor work Overhead & Profit mark-up rates for work covered under this Contract. All materials and subcontract work will be marked up in accordance with the mark-up rate as shown in the ITB Unit Rate Bid Tabulation Form. FOB point shall be school destination with freight prepaid, including all other applicable charges to show total landed cost.

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An estimated number of labor hours, materials, and subcontractor costs have been included in the Unit Rate Bid Tabulation Form for bidding purposes only and is not a guarantee of actual number of labor and materials to be requested by the District. The District may exceed the estimated annual contract values in the Bid Tabulation Sheet for each line item without any adjustments in unit prices.

3) **Other stipulations include:**
   1) DCPS reserves the right to request and review supporting documentation for all material and labor for each specific Task Order. Costs may be adjusted accordingly.
   2) Specific Task Orders may be modified and/or ordered by DCPS Project Manager in emergency situations. Adjustments to costs may be made if warranted and approved by the District Project Manager.
   3) Oral instructions due to emergencies shall be confirmed in writing within two working days.
   4) The Contractors estimate for task order work shall be all inclusive.
   5) DCPS Executive Director, Facilities Design and Construction or DCPS project manager representative shall be the final word on all contract discrepancies. The Contractor is hereby put on notice that in the event a District employee other than DCPS Project Manager directs a change in the work to be performed or increases the Scope, the Contractor is responsible to make inquiry to DCPS Project Manager before making the deviation.
   6) Specific Task Order work shall not commence until approved by DCPS Project Manager.
   7) The District reserves the right to perform any specific Task Order item by other means if necessary.

6. **SPECIFIC TYPES OF KITCHEN EQUIPMENT TO BE INSTALLED /SCOPE OF WORK**

Provide kitchen equipment installation price based on proposed unit installation rates. Unit installation prices shall include the following work:

- i. Reviewing specific equipment type to be ordered including type of service required for that piece of equipment (gas, electric, water, drainage)
- ii. Visiting the jobsite to ascertain proposed location of new equipment, location and type of existing utilities, and providing written response to DCPS representative on compatibility of that equipment and existing utilities in the proposed location along with any other required work to insure proper, safe installation.
- iii. Provide recommendation on any specific modifications required in order to install the equipment correctly.
- iv. Receiving, verifying, and securing delivered equipment and accessories at each school from Direct Purchase Contractors, and removal and preparation of the existing equipment for shipment back to DCPS warehouse. Pickup and shipment of old equipment shall be the responsibility of DCPS unless otherwise agreed upon by DCPS and Contractor. Kitchen equipment shall be installed within 5 working days after equipment delivery and receipt of DCPS purchase order number.

**NOTE:** Equipment pictures noted below are general representation. Actual equipment ordered may not be similar size or types.
1. **Full-Sized Duel Stacked Natural Gas (OR EQUIVALENT), 120 volts Convection Oven (Direct purchase by DCPS).** Convection Oven, gas, double-deck, standard depth, solid state manual controls, 2-speed fans, (5) racks & (11) positions, interior light, simultaneous operated doors with glass, s/s front, sides & top, 6" s/s legs, flue connector, 55,000 BTU each, CSA, NSF, CE, EnergyStar®. (2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, std.

- Remove existing natural gas, 120 volts oven and place at secure area in kitchen
- Uncrate and stack new ovens
- Replace quick disconnect hose (Direct purchase by DCPS)
- Manifold new ovens
- Install posi-sets (Direct purchase by DCPS)
- QC to determine oven is operational
- Installation Cost: $ ____________

   (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

2. **Pro Series Type Range (OR EQUIVALENT), natural gas, 24" with (4) 33,000 BTU open burners, with cast iron top & ring grates, storage base, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6" s/s legs with adjustable feet, 120 volts range with casters.** (Direct purchase by DCPS).

- Remove existing natural gas range and place at secure area in kitchen
- Uncrate and install range with casters under existing fire suppression system. (Direct purchase by DCPS).
- Install 48" quick disconnect hose. (Direct purchase by DCPS).
- Install posi-sets. (Direct purchase by DCPS).
- Quality Control to determine range is operational
- Installation Cost: $ ____________

   (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
3. **Ice Machine Head with Bin (OR EQUIVALENT) (Direct purchase by DCPS)**

Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 575-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 7.6 amps

Ice Bin, top-hinged front-opening door, approximately 360-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted legs included, protected w/HoshiGuard antimicrobial agent.

- Remove existing ice machine and place at secure area in kitchen.
- Uncrate and stack new ice machine
- Plug machine into power source
- Install drain lines to kitchen drain line
- Install filtration system. (Direct purchase by DCPS)
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $

   (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

4. **Double Steamer, Convection Counter Top (or Equivalent) (Direct Purchase by DCPS)**

Two (2) Single Compartment Convection Steamer, electric, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, vacuum cooking, manual mechanical timer controls, includes stainless steel support stand with casters, NO water or drain connections required, 6kw, 208/60/1ph, 5'cord & NEMA L6-30P plug. Support Stand, for double stacked units (shown below), standard mounting height: 15" lowest unit height, stainless steel, w/5" casters, standard.

- Remove existing electric Steamer and place at secure area in kitchen
- Uncrate and stack new Steamer
- Verify voltage and plug machine into power source
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $

   (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
5. Mobile Cold Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 120 volts, 15 amps, single phase plug-in unit with 6-ft cord. Stainless steel pans, self-contained condensing unit with thermostat; stainless steel canopy and plexiglass sneeze guard with 115 V fluorescent lights.
   - Remove existing cold serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit including sneeze guards
   - Verify voltage and plug machine into power source
   - Install drain lines to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $_____
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

6. Mobile Hot Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 5.1 kW, 24.5 Amps, 208V, single phase plug-in unit. Pre-wired single thermostat control with pilot light, 6-ft cord.
   - Remove existing hot serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit, including sneeze guards
   - Verify voltage and plug machine into power source
   - Install unit drain to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $_____
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

7. TURBOCHEF OVEN- Conveyor Bake Model No. HHC2620 (OR EQUIVALENT)
   (Direct Purchase by DCPS)
   208/240v, 50/60/3-ph, 40 Aamps, 6-foot cord (nominal), NEMA 15-50P,
   - Uncrate new Oven and assemble new unit
   - Verify voltage and plug machine into power source
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $_____
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
8. COOK-TEK COUNTERTOP DOUBLE BURNER INDUCTION COOKTOP (OR EQUIVALENT)
(Direct Purchase by DCPS)
208/240v/50/60/1-ph, 32 amps, 6-foot cord (nominal), NEMA 6-50P or NEMA 6-30P

- Remove existing cooking appliance and place at secure area in kitchen
- Uncrate and install new Induction Cooktop
- Verify voltage and plug machine into power source
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
ATTACHMENT B
PROJECT PROPOSAL

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>PROPOSAL #</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>CONTACT:</td>
</tr>
<tr>
<td>PHONE/FAX:</td>
<td>PROPOSAL VALID FOR ( ) DAYS</td>
</tr>
</tbody>
</table>

PROPOSAL SUBMITTED TO:

PROJECT NAME:

PROJECT LOCATION:

SCOPE OF WORK:

Contractor ESTIMATE

<table>
<thead>
<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th># HOURS</th>
<th>HOURLY RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
</table>

Comments:

Contractor hereby proposes to furnish labor – complete in accordance with Bid ITB-015-19/LM and the above specifications for the following amount as indicated:

Select Contract Type:
- FIRM FIXED-PRICE
- AMOUNT NOT TO EXCEED

<table>
<thead>
<tr>
<th>Labor:</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Material:</td>
<td>$</td>
</tr>
<tr>
<td>Total Proposed Cost:</td>
<td>$</td>
</tr>
</tbody>
</table>

TIME FOR COMPLETION: This work shall commence on ___________ and be completed by ___________.

All work to be completed in workmanlike manner according to standard practices. DCPS Project Manager shall approve any alteration or deviation from above specifications involving extra charge prior to commencement of work.

AUTHORIZED SIGNATURE: ___________________________ DATE: ______________

ACCEPTANCE OF PROPOSAL BY DUVAL COUNTY SCHOOL DISTRICT

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

AUTHORIZED SIGNATURE: ___________________________ DATE: ______________
ATTACHMENT C
MATERIALS and SUBCONTRACT WORK LIST

MATERIALS LIST

Contractor hereby proposes to furnish materials and subcontractor work – complete in accordance with Bid ITB-015-19/LM

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NAME:</td>
</tr>
<tr>
<td>PROJECT LOCATION:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>16</td>
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<tr>
<td>17</td>
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</tr>
</tbody>
</table>

Contractor hereby proposes to provide materials, in accordance with the above specifications, for the following amount as indicated:

TOTAL: $________________
EXHIBIT 3
Quantum Mechanical, LLC

Bid No. ITB-015-19/LM

For the purpose of evaluation, this form will be interpreted as follows:
Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid" and a unit price of $0 will be deemed "included at no charge".

AWARD: Will be awarded all or none. The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. All items must be bid (failure to bid on all line items will be considered non-responsive).
Four (4) of the Six (6) awarded vendors of this contract shall be a certified Small Business Enterprise (SBE) or Minority Women Business Enterprise (M/WBE), as defined in Section 6 below. If an SBE or M/WBE is not four of the six lowest qualified respondents, then it will be awarded to the next four lowest qualified SBE/M/WBE. If there is not a qualified SBE or M/WBE it will be awarded to the lowest qualified non-SBE or non-M/WBE. This will result in an approved vendor list with no minimum volume.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

**Certified Mechanical Contractor, General Contractor, Class A, or B License, and "Environmental Protection (EPA) and Liquid Petroleum (LP) certifications required.

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITIES</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>INSTALLATION OF SPECIFIC TYPES OF KITCHEN EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Install Full-Sized Dual Stacked Natural Gas, 120 volts Convection Oven (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>800</td>
<td>4,000</td>
</tr>
<tr>
<td>2</td>
<td>Install Pro Series Restaurant Range, natural gas, 24&quot; (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>800</td>
<td>4,000</td>
</tr>
<tr>
<td>3</td>
<td>Install Ice Machine Head with Bin (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td>4</td>
<td>Install Countertop Steamer (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>800</td>
<td>4,000</td>
</tr>
<tr>
<td>5</td>
<td>Install Mobile Hot Bar Unit (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td>6</td>
<td>Install Mobile Cold Bar Unit (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td>7</td>
<td>Install Turbochef Oven (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>600</td>
<td>3,000</td>
</tr>
<tr>
<td>8</td>
<td>Install Countertop Induction Cooktop (Direct purchase by DCPS)</td>
<td>Each 5</td>
<td>X</td>
<td>260</td>
<td>1,300</td>
</tr>
<tr>
<td>B</td>
<td>KITCHEN EQUIPMENT AND HOOD SYSTEM TASK ORDER HOURLY RATES</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Hourly rate for services to include, but not be limited to: repairs, maintenance, associated demolition of existing and installation of new kitchen appliances, equipment, utility serving line units, refrigerators and freezers, including walk-in types, exhaust fans, refrigeration condensing units and fans, and kitchen hood systems; Units are of various size, capacity and manufacturers and other general kitchen equipment applications as appropriate. <strong>NOTE</strong>: Hourly rates shall include general supervision, travel, fuel, Frano, and incidental materials.</td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>ONE TWO (2) MAN CREW- (1) Journeyman and (1) Apprentice or (1) Helper.</td>
<td>Hours</td>
<td>X</td>
<td>400</td>
<td>100</td>
</tr>
<tr>
<td>10</td>
<td>ONE (1) JOURNEYMAN (Qualifications as per specifications)</td>
<td>Hours</td>
<td>X</td>
<td>400</td>
<td>65</td>
</tr>
<tr>
<td>11</td>
<td>Mark-up on Materials &amp; Subcontractors (Includes contractor's general supervision of subcontractors as part of the mark-up)</td>
<td>Mark-up multiplier (%)</td>
<td>X</td>
<td>$10,000</td>
<td>25 (%)</td>
</tr>
<tr>
<td></td>
<td>TOTAL BASE BID PRICE</td>
<td></td>
<td></td>
<td></td>
<td>$93,800</td>
</tr>
<tr>
<td></td>
<td>TOTAL YEARS OF EXPERIENCE IN FLORIDA</td>
<td></td>
<td></td>
<td></td>
<td>13 years</td>
</tr>
</tbody>
</table>

Recommendation
That the Duval County School Board approve the Contract Labor - Kitchen Equipment, ITB-015-2019/LM contract award to the following list of contractors. These contract agreements will have an initial period of one year with an option to renew for three additional one-year periods.

Aptitude Associates, INC

Quantum Mechanical, LLC

Shifting Gears, LLC

Tech X Services, LLC

That the Duval County School Board authorize the Chairman or Vice Chairman and the Superintendent of Schools to execute the contract agreements when form approved by the Office of General Counsel.

That authority be delegated to the Superintendent to renew the contract agreements for subsequent years when form approved by the Office of General Counsel, provided terms and conditions are the same and subject to the availability of funds.

Description
This contract is to perform various kitchen equipment services that include kitchen refrigerator and freezer, gas, steam, electric and kitchen hood equipment new installation, repairs, and maintenance in facilities districtwide on an annual contract basis. These firms will be responsible for providing continuing annual services for assigned projects as required for kitchen equipment installation, repairs, and maintenance on as needed basis.

Purchasing opened bids on December 20, 2018.

This bid has been reviewed by the Office of Economic Opportunity and found to be in compliance with the Duval County School Board Office of Economic Opportunity requirements.

Gap Analysis
The district requires this contract to perform multi-disciplinary trade work to install various types of kitchen equipment.

Previous Outcomes
Performance by contractors on the contract that fulfilled district requirements.
**Expected Outcomes**
Award and successful performance on this new contract.

**Strategic Plan Goal**
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes

**Financial Impact**
The planned funding source will be Food Service Department Equipment funds. Funds will be allocated on a job specific basis. The estimated expenditure for the first contract year is $1.5M based on the volume of walk-in cooler/freezers that are reaching end of useful life and require replacement.

**Contact**
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

**Attachments**
1. ITB-015-19 LM Contract Labor Kitchen Eqpt-Aptitude Associates Inc v April
2. ITB-015-19 LM Contract Labor Kitchen Eqpt-Shifting Gears LLC v April
3. ITB-015-19 LM Contract Labor Kitchen Eqpt-Tech X Services LLC v April
4. ITB-015-19 LM Contract Labor Kitchen Eqpt-Quantum Mechanical v April
## Contract Submission Form

### Contact Information

<table>
<thead>
<tr>
<th>District Personnel</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name (Person Overseeing the Contract)</td>
<td>Alonza Anderson</td>
</tr>
<tr>
<td>Contact Telephone Number</td>
<td>904-962-3837(cell)</td>
</tr>
<tr>
<td>Contact Department</td>
<td>Facilities Design and Construction/Food Service</td>
</tr>
</tbody>
</table>

### Vendor's Information

<p>| |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Vendor's Name</td>
</tr>
<tr>
<td>Vendor's Contact Person</td>
</tr>
<tr>
<td>Vendor's Telephone Number</td>
</tr>
<tr>
<td>Vendor's Address / Email</td>
</tr>
<tr>
<td>Prior Relationship with Vendor/Contractor</td>
</tr>
<tr>
<td>Prior DCSB Attorney assigned, if known</td>
</tr>
</tbody>
</table>

### CONTRACT SUBMISSION PROCESS

1. Attach vendor's WORD version of the contract to this form;
2. Attach signed Purpose Form or Agenda Item (see below) to this form;
3. E-mail an electronic version in MS Word format to Lorena Fuentez, along with;
4. By your submission of this form, you certify that you have created a "purchase requisition" through the SAP 02 level release utilization the funding source identified below.

### Contract Amount

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Due date of services (interim tasks and due dates)</td>
</tr>
</tbody>
</table>

### Funding Source

<p>| |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Payment Schedule (Are the payments made monthly, when task is finished, etc)</td>
</tr>
<tr>
<td>Location of services (school, off site facility, etc)</td>
</tr>
</tbody>
</table>

### Contract Under $100,000

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Purpose Page Required</td>
</tr>
<tr>
<td>Policy 7.41 (no board signature required)</td>
</tr>
</tbody>
</table>

### Contract Over $100,000

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date on Board Agenda</td>
</tr>
<tr>
<td>Signature (electronic is okay)</td>
</tr>
<tr>
<td>Alonza Anderson</td>
</tr>
</tbody>
</table>

January 31, 2019
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

OFFICE OF FOOD SERVICES

AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND CONTRACTOR

PROJECT NO: DCSB PROJECT NO. ITB-015-19/LM

PROJECT NAME AND LOCATION: Contract Labor-Kitchen Equipment

CONTRACTOR: Shifting Gears, L.L.C.
6001-21 Argyle Forest Boulevard, #216
Jacksonville, FL 32244

DCPS: THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES
2924 KNIGHTS LANE EAST, BLDG. #4
JACKSONVILLE, FLORIDA 32216

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment 12/20/16
CONTRACT LABOR CONTRACT

THIS AGREEMENT is made and entered into effective April 9, 2019 by and between Shifting Gears, L.L.C., a Florida limited liability company, located at 6001-21 Argyle Forest Boulevard, #216, Jacksonville, FL 32244, FEIN 02-0788200 (the "CONTRACTOR"), and The School Board of Duval County, Florida ("DCPS" or the "District"): WITNESSETH:

That the Contractor, for the consideration fully set out, hereby agrees with DCPS as follows:

A. THE PROJECT

The Contractor shall furnish all materials and perform all the work for and in connection with Contract Labor – Kitchen Equipment, DCSB PROJECT NO. ITB-015-19/LM, accepting the base bid in a manner and form provided for by the following enumerated Contract Documents which are attached hereto and are made a part hereof as if fully contained herein:

1. Proposal and all Bid Documents, and All Addenda Issued in Connection Therewith
2. Contract Labor Contract (this Agreement)
3. Office of Economic Opportunity (OEO) Participation (Exhibit 1)
4. Scope of Work and Bid Pricing Structure (Exhibit 2)
5. Contractor’s Bid Tabulation Costs (Exhibit 3)

B. RENEWAL: Upon written mutual agreement between Contractor and DCPS, this contract may be renewed at anniversary date for three (3) additional one year periods, subject to the same provisions, terms, conditions, specifications as originally awarded.

C. DEFINITIONS

1. **Project**: A Project is the total work for any specific Activation to be performed under this Agreement. A Project consists of planning, design, permitting, and construction and code inspection for any specific Activation within the time frame of this Agreement as necessary to complete the component parts of the project. Also referred to as Task Order.

2. **Activation**: A written document issued by the District authorizing the Contractor to proceed with a project or Task Order. Document will outline acceptance of scope, costs, schedule, and other terms and fees associated with completion of the Project.

3. **Architect/Engineer**: An Architect/Engineer hired by DCPS for design services related to the Project.

4. **Contract Time**: The timeframe established by the individual Project Activation schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Substantial Completion Date, and Final Completion Date.

5. **Final Completion**: All work as outlined in the Final Completion form provided by DCPS to the Contractor.

6. **DCPS or the District**: The School Board of Duval County, Florida, acting through its Superintendent or his designee, the Executive Director or Project Manager.

7. **Code Inspections**: The Office of Building Code Enforcement, The School Board of Duval County, Florida, 1701 Prudential Drive, 5th floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Code Enforcement is responsible for code
inspections on projects administered by DCPS.

8. **Purchase Order**: An accounting document generated by DCPS provided to a contractor or vendor. The terms and conditions of the contract documents and Activation, except as expressly and clearly modified by DCPS, shall be incorporated by reference in any purchase order.

9. **Project Manager**: The person designated by DCPS to provide direct interface with the Contractor with respect to DCPS's responsibilities.

10. **Substantial Completion**: The term Substantial Completion as used herein shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that DCPS or its designee can enjoy use or occupancy for its intended purpose, including issuance of a Certificate of Occupancy, if applicable. In the event the Work includes more than one Phase, DCPS, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

D. **PERFORMANCE**: DCPS reserves the right to assign work to a selected vendor based upon documented past performance record.

E. **THE CONTRACT TIME**

The Contractor shall commence the work to be performed for each Project under this Agreement on a date to be specified in a written order from DCPS (the “Activation”) and shall achieve Substantial Completion (“Substantial Completion Date”) of all work hereunder on the date identified in the Activation. The timeframe established by the individual Project Activation shall include the time allocated to complete all Project work and at a minimum the Start Date, Substantial Completion Date, and Final Completion Date. All work and closeout requirements shall be Finally Completed (“Final Completion Date”) within THIRTY (30) consecutive calendar days, including holidays, after the Substantial Completion Date. Inasmuch as failure to complete the Project within the time fixed in this Agreement will result in substantial injury to DCPS, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not substantially completed and finally completed in the time allocated above, the Contractor shall pay to DCPS as liquidated damages (if established), which shall represent the cost for DCPS's inconvenience and the extended administrative cost only, the sums stipulated in paragraph H., Liquidated Damages, of this Agreement. These Liquidated Damages shall be in addition to other actual damages. DCPS shall not be responsible for any costs incurred by the Contractor prior to the issuance of the Activation, should the Activation be delayed or not issued.

F. **EXECUTION OF THE WORK**: Time is of the essence in fulfillment of the required services. The contractor shall complete all work within the schedule established by the Project Manager. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract and/or Purchase Order. No change in the scheduled delivery date or performance shall be permitted without the District's written consent. No acceptance of goods and/or services after the scheduled delivery date shall waive the District's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

All goods delivered shall be subject to the District's inspection and approval. Goods rejected by the District for whatever reason shall be held, transported and/or stored at Contractor's sole expense. Contractor shall promptly reimburse the District for any such expenses.
G. **SUSPENSION OF WORK:** The District may at any time, in its sole discretion, suspend the work for a specified or unspecified time by written notice to the successful Contractor. Upon receiving notice of suspension, the successful Contractor shall immediately suspend all operations except those, which in the District’s opinion are necessary to preserve, care for and protect the work. The successful Contractor shall only be entitled reimbursement for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the work.

In the event that work is suspended as a result of the Contractor not performing as contracted, the District in its sole discretion, reserves the right to withhold, in whole or part, any payment due the Contractor until the breach has been rectified to the full satisfaction of the District.

If the Contractor cannot rectify the breach to the District’s satisfaction, the District reserves the right to remedy the solution in the manner of its own choosing and at the Contractor’s expense.

H. **THE CONTRACT AMOUNT**

This is a source of service contract; all items will not necessarily be ordered at one time.

For each Project, the Contractor shall submit a cost proposal as outlined in Exhibit 2. DCPS shall issue an Activation and subsequently a Purchase Order, to confirm and acknowledge all costs and terms for the Project work. Should DCPS and the Construction Manager not reach an agreement on the costs or other terms and schedules, DCPS reserves the right to cease negotiations for that project and perform the work by other means without affecting the Agreement or any other project.

The District reserves the right to solicit quotes from the other awarded contractors of this contract for each project. Pricing submitted for these quotes will not be restricted to the individual equipment line item installation costs as submitted in the bid and will be at the discretion of the contractors. There is no limitation on the number of individual project orders. There is no maximum limitation on the total contract amount for all Purchase Orders to be issued under this Agreement.

**Escalation Provision:** At each renewal of the contract, DCPS will consider an increase due to inflation for unit rate installation and labor hour rates only provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The contractor must request the increase in writing at least 30 days prior to the renewal of the contract.

I. **INVOICING AND PAYMENTS:**

1. The contractor will be required to submit invoices and reference Purchase Order numbers on all requests for payment. All statements must reference valid Purchase Order numbers. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified and/or approved by DCPS Project Manager. Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required. Invoices for labor and material work performed shall be submitted with the appropriate hourly rates (as indicated on the bid proposal form) multiplied by the actual number of hours worked or for the agreed fixed-price amount.

2. Upon submission by the Contractor of evidence satisfactory to DCPS that payrolls, material bills and other cost and liability incurred by the Contractor in connection with the construction of the work have been paid in full, or any other documentation requested by DCPS, normal
3. **Final Payment** - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after DCPS has accepted occupancy of the project, provided that the Project be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if there should remain work to be completed, the Contractor and DCPS shall list those items prior to receiving final payment and DCPS may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, DCPS shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

4. All subcontractors shall remit payment due to their suppliers and subcontractors within seven (7) business days after receipt of payment from the Contractor.

5. No payment will be made for material or equipment stored off-site.

6. **Method of Payment**: DCPS will make payment in one of two methods – either by direct check issuance or credit card (DCPS e-payables/credit card program process). If credit card payment is acceptable, initial the designated space(s) on the Contractor Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation. The Contractor must elect which option they choose to be paid at the beginning of the Agreement period. If direct check is chosen, the Contractor may elect the e-payable/credit card process method at any time during the Agreement; however, once this option is selected, no further changes may be made unless approved by DCPS. At DCPS’s sole option, DCPS may change the direct check issuance to an Automated Clearing House Method (ACH) of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

7. **Payment Dispute** – If a payment dispute arises due to payment rejection outlined in F.3. Partial Payments above, the dispute will be handled in accordance with the procedures outlined in Florida Statutes 218.76, "Improper payment request or invoice; resolution of dispute".

**J. LIENS, CLAIMS AND ENCUMBRANCES**: Contractor warrants and represents that all the goods, materials and/or services supplied shall be free and clear of all liens, claims and encumbrances of any kind.

**K. AVAILABILITY OF FUNDS**: The obligations of DCPS under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

**L. LIQUIDATED DAMAGES**:

The parties to the Agreement agree that time, in the completion of the work, is of the essence. DCPS reserves the right to establish Liquidated Damages for each individual Project /Activation. DCPS and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the work is impossible to determine as of the date of execution of the Activation or Construction Authorization and that proof of precise amount will be difficult. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to DCPS for expenses which are difficult to quantify with certainty and which were incurred by DCPS due to the delay.
1. In the event Liquidated Damages are established for each individual Project, the Contractor shall be assessed Liquidated Damages on a daily basis for each calendar day the Contract Time for that Purchase Order is exceeded due to a Non-Excusable Delay.

2. In the event the Contractor fails to perform any other covenant or condition of this Agreement or Activation relating to the Project work, the Contractor shall become liable to DCPS for any actual damages which DCPS may sustain as a result of such failure on the part of the Contractor. These damages shall be in addition to Liquidated Damages.

3. Nothing in this Article shall be construed as limiting the right of DCPS to terminate the Activation, to require Surety (if applicable) to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Agreement and Activations.

Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract.

M. INSURANCE:

1. The Contractor shall maintain the following insurance coverage (in the types and amounts not less than set forth below) during the life of the contract:
   a. Worker's Compensation Insurance in compliance with Florida Statute 440.
   b. Comprehensive General Liability Insurance in an amount equal to or greater than $500,000 per occurrence.
   c. Vehicle Public Liability and Property Damage Insurance with minimum limits of $500,000 combined single limit.
   d. Additional Insured Endorsement naming The School Board of Duval County, Florida as an additional insured on all policies required by these specifications (excluding worker's compensation and employer's liability).
   e. All policies should contain cancellation endorsements providing ten (10) days written notice of cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of the change.
   f. Indemnification shall be in accordance with F.S. 725.06.
   g. By setting the foregoing minimum coverage, the District does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

2. Insurance shall be written through a company that is admitted to do business in the State of Florida and approved by DCPS. Prior to commencement of any work under the contract, the contractor shall provide Certificates of Insurance for the above coverage to the School Board of Duval County, Florida, Facilities Design and Construction, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida 32207. This bid number must be shown on certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

N. INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless DCPS, and his Agents and Employees as set forth herein and to the maximum extent permitted by law, from and against all claims but not limited to damages, losses and expenses, including code upgrades, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts
any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or (3) results from the Contractor's breach of any Agreement provision, including but not limited to unexcused delay in completion of the Project. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to DCPS (subject to the limitations and provisions of s. 768.28, F.S., the limitations and provisions of which are not altered, expanded or waived by anything in this Agreement).

In any and all claims against DCPS or any of his agents or employees or by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the worker's compensation acts, disability benefit acts or other employee benefit acts.

O. PERSONNEL: All Contractor personnel providing services to the District under the terms of this contract shall be full-time, permanent employees of the contracted company only, unless express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by DCPS Project Manager. For those trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman and Apprentice standards.

P. PERSONNEL CONDUCT: All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

Q. SUBCONTRACTOR: A subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between DCPS or Architect/Engineer and any subcontractor.

1. DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Executive Director, Facilities Design and Construction. The contractor shall list all sub-contractors on the Proposal Material List Forms.

2. By an appropriate written agreement, duly notorized or witnessed, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward DCPS and the Architect/Engineer. Said agreements shall preserve and protect the rights of DCPS and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall
require each Subcontractor to enter into similar agreements with his Sub-Subcontractor.

3. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two (2) years within the last five (5) years. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

4. The Contractor shall be responsible to DCPS for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

5. Upon request, the Contractor shall provide a copy of each subcontract, including the general supplementary conditions, to DCPS.

R. NOTICE OF DIRECT PURCHASE - SALES TAX EXEMPTION:

DCPS is exempt from sales tax on the purchase of construction material. DCPS has elected to exercise this right and therefore may directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to DCPS. DCPS may, via Purchase Order (PO), purchase material, and the Contractor shall assist DCPS in the preparation of the Purchase Order. DCPS will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All bids are to be submitted with all applicable taxes included.

The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all State sales tax. This reduction in the Contract Amount will occur through a Change Order, which will reference the Purchase Order affecting the change.

Issuance of Purchase Orders by DCPS shall not relieve the Contractor of any responsibility regarding material or equipment purchases or installations, with the exception of the payments for the material or equipment purchased. The Contractor shall remain fully responsible for coordinating, scheduling, ordering correct quantities, submittals, protections, storage, shipping, security, expediting, receiving, verification, installation, cleaning and all applicable warranties.

When DCPS determines it to be in its best interests, the Contractor will serve as DCPS’s agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by DCPS in compliance with chapter 212, Florida Statutes (and in such event, the Contract Amount shall be reduced accordingly the savings realized by this process). As part of the Contractor’s responsibility, he shall administer this procurement process consistent with the following procedures and requirements:

1. A Purchase Order Requisition Form (in a form acceptable to DCPS and Contractor) shall be prepared by the Contractor and submitted to DCPS prior to ordering DCPS-purchased materials. The requisition form will provide the name, address, telephone number and contact person for the materials supplier, a list of required items, the quantity needed, the price and sales tax associated with the materials, and delivery dates established by the Contractor.

2. DCPS will prepare and issue standard DCPS Purchase Order Forms to the Vendors. In conjunction with the execution of DCPS’s Purchase Orders, the Contractor shall execute and
deliver to DCPS, deductive change orders reflecting the full value of all materials directly purchased by DCPS, plus all sales tax savings associated with the materials.

3. The Contractor will be responsible for all matters relating to the receipt of materials purchased by DCPS including verifying correct quantities and inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to DCPS for payment.

4. Title to DCPS-purchased materials will vest in DCPS at the time the materials are delivered to DCPS-owned construction site and accepted by DCPS (F.O.B. job site).

5. DCPS is billed directly by the selling Vendor for purchases of building materials. All discounts are for the account of DCPS.

6. DCPS makes payment for the building materials directly to the selling vendor.

7. Contractor shall be responsible for coordinating the delivery, storage and incorporation of material purchases made by DCPS pursuant to this section. Once the materials are incorporated into the Project they become the responsibility of the Contractor. Failure by the Contractor to comply with the tax exemption procedures which results in taxes, fines or damages to DCPS shall be the sole responsibility and liability of the Contractor.

8. It is recognized that the Contractor may encounter additional overhead costs in assisting DCPS with its Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Base Bid.

S. **JESSICA LUNSFORD ACT:** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.467, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [www.duval.sofn.net](http://www.duval.sofn.net))

By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

T. **CIRCUMSTANCES BEYOND CONTROL:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

U. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford DCPS most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

V. **SEVERABILITY:** If any term, condition or requirement of this proposal is held invalid,
unenforceable or illegal for any reason, the remainder of the Agreement/Contract shall continue to be valid and enforceable.

W. ASSIGNMENT OF CONTRACT AND/OR PAYMENT: The Contractor shall have sole responsibility for the quality, liability, coordination and completion of all work outlined in this endeavor. The District considers the Contractor to be the sole contact regarding all Contract/Agreement matters. The Contractor shall be prohibited from assigning, transferring and conveying, subletting or otherwise disposing of any Contract/Agreement of its rights, title or interest therein, or its power to execute such Contract/Agreement without the previous written approval of the District. The Contractor shall include with the proposal the names of sub-contractors, the extent of the work that is affected by each and a brief description of prior experience in managing the proposed sub-contractors. The District shall have the right to review, approve or disapprove prior to any change of sub-contract, or the addition of sub-contract, by the successful Contractor during the term of the Contract/Agreement.

X. AUDIT / RECORDS RETENTION: DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating to or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Y. GOVERNING LAW; VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Duval County.

Z. NO THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

AA. PUBLIC RECORDS LAWS. This Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

a. Keep and maintain public records required by the District in order 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 the Chapter 119, Florida Statutes 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

BB. NON-DISCRIMINATION. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the Agreement on account of a person’s actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

CC. SURVIVORSHIP. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification provisions, shall survive the expiration, cancellation or termination of the Agreement.

DD. NO GIFTS OR CONTINGENT FEES. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

EE. DISCLOSURE OF EMPLOYMENT OF FORMER DCPS EMPLOYEES. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of
any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor’s business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

**FF. FEDERAL FUNDS:** The contractor certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the contractor/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

**GG. PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**HH. CIRCUMSTANCES BEYOND CONTROL:** Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

**II. LEGAL AWARENESS AND COMPLIANCE:** It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility.

**JJ. AFFIRMATIVE ACTION:** Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

**KK. OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION:** The contractor shall comply with DCPS's Office of Economic Opportunity policy in accordance with the terms outlined in Exhibit 1.

**LL. TERMINATION DUE TO DISHONESTY:** Should the Contractor be determined by DCPS to have misrepresented the utilization of funds or of misappropriation of property belonging to DCPS,
DCPS has the right to terminate this Agreement immediately without recourse and have no further obligations to the Contractor under this Agreement. DCPS shall not be responsible for any payments under a termination for cause based on dishonesty.

**MM. UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by DCPS for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

**NN. CANCELLATION:** DCPS, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of DCPS. If Contract/Purchase Order(s) is so canceled, then DCPS shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

**OO. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

**PP. NOTICES; AGENCY ADMINISTRATOR.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

*If to Contractor:*
Shifting Gears, L.L.C.
Attn: Managing Member
5001-21 Argyle Forest Boulevard, # 216
Jacksonville, Florida 32244
Phone: 904-887-1870

*If to District:*
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Dr. Diana Greene, Superintendent

*With copy to:*
Office of General Counsel
c/o 1701 Prudential Drive
Room 3403
Jacksonville, FL 32207
Phone: (904) 330-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as follows: The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the Services. For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools
Attn: Alonza Anderson
2924 Knights Lane East, Bldg. #4
QQ. CIVIL RIGHTS: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program and Activities, and any additions or amendments.

RR. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

SS. BYRD ANTI-LOBBYING: The Contractor shall file the required certification to comply with the Byrd Anti-Lobbying Amendment.

TT. CLEAN AIR AND WATER POLLUTION ACTS: The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

UU. EXECUTION: This Agreement may be executed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to comprise an entire and original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

By: [Signature]
Name: [Name]

By: [Signature]
Name: [Name]

ATTEST:

By: [Signature]
Dr. Diana Green, Superintendent of Schools and Ex-Officio Secretary to the Board

Shifting Cores, L.L.C.

By: [Signature]
Garrett L. Dennis, Managing Member

The School Board of Duval County, Florida

By: [Signature]
Lori Hershey, Chairman

Approved by Board on April 8, 2019

Form Approved:

By: [Signature]
Office of General Counsel
EXHIBIT 1
OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION

A. Duval County Public Schools encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the District do not discriminate in the awarding of District contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

B. It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

C. Compliance: Applicants are hereby notified that failure to fully comply with DCPS’ SBE and/or M/WBE policy shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties may include but are not limited to the following:

   Removal from the School District Vendor List
   Withholding retainage until deficiencies are remedied
   Negative evaluation up to 2 years on future projects

The terms of this document shall survive the awarding of the contract and shall be incorporated in the terms and conditions of the subsequent contract between the parties.

PARTICIPATION GOALS: The following goals and conditions apply to this contract and submission of proposals by prospective applicants shall constitute full acceptance of all conditions of DCPS’ SBE and/or M/WBE policy. The attainment of SBE and/or M/WBE participation goals established for this contract will be measured as a percentage of the GMP. The goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

Only firms certified by DCPS may be listed. Goals will be listed in the public announcement for professional services. For a current certified SBE and/or M/WBE listing, you may contact:

**Duval County Public Schools, Office of Economic Opportunity**

1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-1480 Telephone/ (904) 858-1492 Fax

[www.duvalschools.org/oeo](http://www.duvalschools.org/oeo)
Attachment A

DUVAL COUNTY SCHOOL BOARD

OFFICE OF ECONOMIC OPPORTUNITY (SBE and/or M/WBE) PARTICIPATION

A. POLICY

Duval County Public Schools (DCPS) has participated, along with the City of Jacksonville and other Independent Agencies of the City, in the research and development of a disparity study.

It is an official policy of DCPS to ensure the equitable participation of Small Business Enterprises (SBE) and Minority/Women Business Enterprises (M/WBEs) in its contract awards based upon availability. It is DCPS' intent in adopting this program to reflect the philosophy with regard to enhancing participation of Small Business Enterprises and Minority/Women Business Enterprise in all areas of procurement.

B. BIDDER OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that Small Business Enterprises and Minority/Women Business Enterprises have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. SUBMITTAL REQUIREMENTS

The following forms shall be submitted with your Guaranteed Maximum Price (GMP) as evidence of SBE and/or M/WBE participation:

1. OEO FORM 1, Proposed Schedule of Participation. This form must be submitted with the GMP and must include the following information:

   a. The name, current telephone number and SBE or M/WBE classification for each firm that is participating on the contract.

   b. A description of the scope of work, materials, equipment or services to be furnished by the certified SBE and/or M/WBE subcontractor, sub consultant or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;
c. The agreed-upon dollar value for such work, materials, equipment or services, slated to be performed by each named SBE and/or M/WBE firm;

d. Please note that SBEs and/or M/WBEs participating on DCPS projects must be certified as an SBE and/or M/WBE with DCPS Office of Economic Opportunity, prior to the bid opening.

e. The percentage of the SBE and/or M/WBE participation will be evaluated in comparison to the base bid price quoted by the Construction Manager.

2. OEO FORM 2, Letter of Intent to Perform as a SBE and/or M/WBE Subcontractor. This form is to be completed by the Subcontractor and submitted with the GMP.

3. OEO FORM 3, Prime Contractor Affidavit. This form is to be completed by the prime contractor, sworn and subscribed before a notary, and included in the bid/proposal.

4. OEO FORM 4, Pre award waiver for Good Faith Efforts. In the event the Prime Contractor is unable to obtain bids/quote from SBE and/or M/WBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall submit OEO Form 4 with his GMP. Good Faith Effort will be determined by a point system. Prime contractors will need a minimum score of 80 points in order to demonstrate a good faith effort.

D. PARTICIPATION GOALS

The following goals and conditions apply to this contract and submissions of a proposal by prospective Contractor shall constitute full acceptance of all conditions outlined in the Construction Manager Selection Booklet documents or submittals.

The attainment of OEO participation goals established for this contract will be measured as a percentage of the base of the contract. The Goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

E. EXCLUSIONARY AGREEMENTS

Agreements between any bidder and SBE and/or M/WBE in which the SBE or M/WBE promises not to provide subcontracting quotations to other bidders are prohibited.
F. DEFINITIONS

1. SMALL BUSINESS ENTERPRISE (SBE)

SBE means an independently owned and operated business that is not dominate in its field of operation and is performing a commercially useful function whose principal place of business is located in Baker, Clay, Duval, Nassau or St. Johns’ County that meets DCPS defined eligibility criteria.

2. MINORITY/ WOMEN BUSINESS ENTERPRISES (M/WBE)

M/WBE means a small business concern, which is at least 51 percent, owned by one or more minority persons or member of an insular group that is of a specific racial, ethnic, or gender makeup or national origin which has been subjected to disparate treatment due to identification in and with that group resulting in a underrepresentation of commercial enterprises under the group’s control and whose management and daily business operations are controlled by such person. The company primary place of business must be located is in Baker, Clay, Duval, Nassau, or St. Johns County.

3. CONTROL

Whether the SBE and/or Minority/Women Owned Business is listed as a sole proprietor, joint venture or corporation with at least 51% ownership, they shall possess the necessary licenses and the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operations.

4. OEO FORM 1 - PARTICIPATION CATEGORIES

a. SUBCONTRACTOR: Any SBE and/or Minority/Women Business Enterprise capable of furnishing to the General (Prime) Contractor, labor, professional services, materials, supplies, equipment, transportation, management or supervision necessary to accomplish the work under this contract.

b. MANUFACTURER: A firm that operates or maintains a factory or establishment that produces, on its premises, materials or supplies obtained by the contractor of incorporation into the Project.

c. SUPPLIER: A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SBE or M/WBE must engage in as its principal business and in its own name, the purchase and sale of the products in question. A supplier of
such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this section.

d. SERVICES: A business or individual who performs the furnishing of a professional service such as engineering, architecture, etc., and/or the furnishing of labor, time, or effort to a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

G. OEO DIRECTORY

A directory of certified SBEs and M/WBEs can be obtained on the following website:

www.duvalschools.org Office of Economic Opportunity

H. SUBCONTRACT CLAUSE

Bidders may count towards the established SBE goal and/ or the established M/WBE goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and hold the necessary license to do the work or provide the materials for which they are listed.

I. EVALUATION OF OEO PARTICIPATION

In order to count the SBE when there is an established SBE goal and/or M/WBE when there is an established M/WBE goal, the prime contractor will submit the OEO participation Form 1, which includes SBE and/or M/WBE contact phone number, quotation, description of work, materials, equipment or services OEO Form 2, Letter of Intent, and Form 3 Prime Contractor affidavit certifying the Prime Contractor has requested and received bid quotations from the SBE and/or M/WBE firms listed in their bid/proposal documents. DCPS will attempt to confirm the contents of the submission by contacting SBE firms when there is an established SBE goal and M/WBE firms, when there is an established M/WBE goal, by telephone or certified letter, return receipt requested, within two workdays after the date of letting.

1. The established goal or goals shall be applied to the base bid value of the contract and be reflected in the monetary portion spent on subcontracts for consulting and construction services awarded to those SBEs and/or M/WBEs meeting contracting specifications, unless otherwise specified.

2. Credit toward the goal or goals for majority bidders will be based on the percentage of work actually performed by the SBEs and/ or M/WBEs.
3. Bidders may count toward the established goal or goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and licensed to do the work for which they are listed.

4. Bidders may count first- and second-tier subcontracts toward the meeting of the established goals. If the subcontracting opportunity is second tier, please denote this in the left hand margin on OEO FORM 1. NOTE: Additional information may be requested as it pertains to these opportunities.

5. Bidders may count toward goals 60% of its expenditures for materials and supplies required under a contract and obtained from a SBE and/or M/WBE supplier, and 100% of all expenditures to an SBE or M/WBE manufacturer.

a. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the bidder.

b. For purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

6. If a certified minority bidder bids as a prime contractor, he or she can meet the designated goal under his or her minority status. However, minority bidders are required to meet the goals of the remaining minority categories or show a Good Faith Effort to do so.

7. Credit toward the SBE goal and/or M/WBE goal allowed for a joint venture with SBE or M/WBE will be determined by the percentage of ownership and control of the SBE or M/WBE participants in the joint venture. The eligibility of an SBE or M/WBE joint venture will be determined on a project-by-project basis. A joint venture must be certified as a SBE or M/WBE joint venture in order for the participation of the SBE or M/WBE partner to be counted toward the SBE goal and/or M/WBE goal requirement. The SBE or M/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least 25 percent and the SBE or M/WBE partner must be responsible for a clearly defined portion of the work to be performed. Joint Venture Certification Applications are available upon request from DCPS Office of Economic Opportunity. Joint Venture Certifications are required for each project the venture plans to participate in.

J. **CONTRACT AWARD**

---

Bid No. ITB-015-19/LM Contract Labor—Kitchen Equipment 12/20/18
DCPS proposes to award the contract to the lowest responsive and responsible bidder submitting provided the bidder has met the goals, or the bidder made an acceptable Good Faith Effort to meet the goals established, consistent with the best interest of the Owner. The apparent successful bidder will be required to submit OEO participation information to the Owner in accordance with the contract specifications. For all contracts for which contract goals have been established, each bidder or proposer is expected to meet or exceed the stated contract goal.

The apparent successful bidder must satisfy the Owner that the bidder has made Good Faith Efforts to meet the SBE goal and/or M/WBE goal and to ensure that all SBEs and M/WBEs have an equitable opportunity to compete for subcontracts. In assessing the "Good Faith Efforts" of bidders/proposers to determine if they are eligible for a contract award, the Owner will consider that efforts that are merely pro forma are not Good Faith Efforts. Also, efforts to obtain SBE and/or M/WBE participation are not "Good Faith Efforts" (even if sincerely motivated) if, given all relevant circumstances, they could not reasonably be expected to produce a level of SBE and/or M/WBE participation sufficient to meet DCPS' established goals.

Award of the contract will be conditioned upon submission of SBE and/or M/WBE participation information with the bid proposal and upon satisfaction that the contract goals can be met or, if the goals are not met, upon demonstrating that "Good Faith Efforts" were made to meet the goals. When evaluating competitive bids/quotes for the award in which the low bidder is otherwise responsive to specifications, but not attaining the SBE and/or M/WBE goals and not meeting the Good Faith Efforts requirements, the bid shall be awarded to the next low responsible bidder responsive to the SBE and or M/WBE goals and/or meeting the Good Faith Efforts requirements; however, if the base bid of the next low responsible bidder responsive to the SBE and or M/WBE goals and/or meeting the Good Faith Efforts requirements is more than 10% or $125,000 (whichever is less) of the original low responsible bidder, the Owner may award the contract to the original low responsible bidder.

The Owner shall have absolute discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been nonresponsive to SBE and M/WBE program requirements without satisfactory justification accepted by the OEO.

K. POST AWARD REQUIREMENTS

1. After the award of the contract, failure on the part of the successful contractor to employ SBEs and/or M/WBEs to fulfill the scope of work they were listed for at a percentage level equal to, or higher than, stated on OEO FORM 1, shall constitute a material breach of contract and default justifying termination.

2. Upon request of approval for a change order, the OEO shall be notified. If it is for additional scope of work, goals may be set accordingly.
3. Nothing contained herein shall be construed to require the successful bidder to award a subcontract to a SBE or M/WBE if it is not the lowest conforming bid.

L. REPORTING

The successful contractor awarded this project shall submit the following:

1. A monthly summary of actual SBE and/or M/WBE participation using OEO FORM 5.

2. An OEO FORM 6, CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).

3. A Project Summary is required upon completion that will include the original scope of the project and any change orders. This summary should include the SBEs and/or M/WBEs that participated, the amount they were paid and any moneys owed them and the reason for them being withheld.

Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the contractor has submitted the required documentation. Contractors are required to maintain records of the SBE and M/WBE summaries for 3 years.

This information should be forwarded directly to:

Duval County Public Schools
Beth Tramel, Supervisor
Office of Economic Opportunity
1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-4860

M. PROMPT PAYMENT

This contract shall contain a provision requiring the prime Contractor to certify in writing that all sub-Contractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime Contractor prior to receipt of any further progress payments. Upon completion of the
contract, DCPS shall require documentation to certify that payments to such sub-Contractors or suppliers have been made.

This provision in no way creates any contractual relationship or obligation between any sub-Contractor and DCPS or any liability on DCPS for the Contractor’s failure to make timely payments to the sub-Contractor. However, any Contractor's failure to comply with this provision shall constitute a breach of its contractual obligations with the DCSB contract.

N. SUBSTITUTIONS

If the successful contractor wishes to make a substitution of a SBE and/or M/WBE subcontractor or a joint venture, the bidder MUST:

1. Submit satisfactory written proof of "noncompliance" to the Office of Economic Opportunity and to the Executive Director, Facilities Design and Construction. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract between it and the successful contractor.)

2. Not make any substitutions until all information submitted has been reviewed and approved by the OEO.

3. Substitute a certified SBE and/or M/WBE in the same category, performing the same work, as the subcontractor being replaced.

4. Not contract for an amount lower than the amount submitted by the subcontractor being replaced.

O. ADDITIONAL SUBCONTRACTING OPPORTUNITIES

All bidders shall incorporate the SBE and M/WBE participation policy, conditions and instructions in all agreements that offer further contracting opportunities, including but not limited to additive alternates and change orders.

1. **Additive Alternates**: If the trade is within those included in the base bid and an SBE and/or M/WBE was listed for that portion of the project, then the same SBE and M/WBE should be used for the alternate.

2. **Change Order**: If the trade is within those included in the base bid and a SBE and/or M/WBE was listed for that portion of the project, then the same SBE and/or M/WBE should be used for the alternate.
3. If the Change Order is within a different trade and presents further subcontracting opportunity beyond current subcontracting trades, the prime contractor must utilize SBE and/or M/WBEs or demonstrate Good Faith Efforts to further include SBE and/or M/SBE participation.

P. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with DCPS’ SBE and M/WBE policy as set forth herein shall constitute a breach of the contract which may result in termination of the contract or other remedy as permitted by law and policy and permitted by owner. Such sanctions may include but are not limited to the following:

1. Decertification from the SBE and M/WBE program and removal from the OEO directory
2. Withholding retainage until the deficiency is remedied
3. A negative evaluation of past performance for up to 2 years on future projects

The terms of this document shall survive the awarding of the bid and shall be incorporated in the terms and conditions of the subsequent contract between the parties.
## OFFICE OF ECONOMIC OPPORTUNITY
### UTILIZATION REPORT

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**PERCENTAGE OF OVERALL CONTRACT COMPLETION:** ___%
SMALL, MICRO, M/WBE CODES:

SBE  Small Business Enterprise  MBE  Micro Business Enterprise  AW  American Woman
AA   African American          AS   Asian American           
HA   Hispanic American         NA   Native American

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

_________________________________________  __________________________
Signature                                      Title

___________________
Date

NOTES: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE OFFICE OF ECONOMIC OPPORTUNITY AT: 1701 PRUDENTIAL DRIVE, JACKSONVILLE, FL 32207
LETTER OF INTENT TO PERFORM AS A SBE and /or M/WBE SUBCONTRACTOR/PROPOSER (FORM 2)

TO: ______________________________________

(The name of General Contractor/Consultant)

DCSB PROJECT NAME & NO.: ______________________________________________________

________________________________________

The undersigned intends to perform work in connection with the above project as (check one):

[ ] an individual     [ ] a corporation     [ ] a partnership     [ ] a joint venture

The status of the undersigned is confirmed on the attached SBE and M/WBE Identification Affidavit (OEO FORM 2A).

The undersigned is prepared to perform the following work in connection with the above project:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

(Specify in detail, work items or parts thereof to be performed)

at the following price: $________. Of which, ________ Percent (%) of the dollar value of this subcontract will be sublet and/or awarded to non-minority subcontractors.

The undersigned agrees to enter into a formal Agreement with you to perform the above work, if you are awarded the prime contract. (For Professional Services contracts, proposers need not enter into contractual agreements with any SBE or M/WBE at this time.)

(DATE) ___________________________________________________________________

(Telephone Number) ________________________________________________________

(Fax Number) _____________________________________________________________

(S/MBE Firm Name) _________________________________________________________

(Type or Print Name) ________________________________________________________

(S/MBE Firm Address) ________________________________________________________

(Signature) _________________________________________________________________

(City State & Zip Code) ______________________________________________________

(Title) _________________________________________________________________

(M/WBE Firm Name) _________________________________________________________

(Type or Print Name) ________________________________________________________

(M/WBE Firm Address) ______________________________________________________

(Signature) _________________________________________________________________

(City State & Zip Code) ______________________________________________________

(Title) _________________________________________________________________

FORM 2
PRIME CONTRACTOR AFFIDAVIT

STATE OF ________________

COUNTY OF ________________

BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED ________________

______________________________ (NAME OF CONTRACTOR) HEREBY KNOWN AS THE

"AFFIANT," WHO BEING BY ME FIRST DULY SWORN, DEPOSES, AND SAYS:

THAT THE AFFIANT IS A CONTRACTOR WHO IS SUBMITTING A BID ON A DUVAL COUNTY
PUBLIC SCHOOL PROJECT.

THAT IN CONJUNCTION WITH THE SUBMISSION OF THIS BID IN ORDER TO COMPLY WITH THE
REQUIREMENTS OF THE DUVAL COUNTY SCHOOL BOARD’S OFFICE OF ECONOMIC OPPORTUNITY
PROGRAM, THE AFFIANT, PRIOR TO THE DATE OF THIS AFFIDAVIT, HAS CONTACTED THE
SUBCONTRACTORS LISTED ON THE OFFICE OF ECONOMIC OPPORTUNITY (OEO) FORM 1,
SCHEDULE OF OEO PARTICIPATION, WHO HAS AGREED TO ENTER INTO A CONTRACT ON THE
PROJECT ASSUBCONTRACTORS/SUPPLIERS FOR THE WORK INDICATED IN THE BID TO DCPS.

______________________________ AFFIANT’S NAME

SWORE TO AND SUBSCRIBED BEFORE ME UNDER OATH THIS ____________ DAY OF

______________________________ 20 ___.

______________________________ NOTARY PUBLIC’S SIGNATURE

______________________________ NOTARY PUBLIC’S NAME (TYPE OR PRINT)

PERSONALLY KNOWN ________________ PRODUCED IDENTIFICATION ________________

TYPE OF IDENTIFICATION PRODUCED ________________

OEO FORM 3  7/2016
Pre-Award Waiver for Good Faith Efforts
(OEO Form 4)

Note: Completion of this form is not required if established goals are met or exceeded.

☐ Minority/Women Business Enterprises (M/WBE)  ☐ Small Business Enterprise (SBE)

CONTRACTOR FIRM: ______________________________________________________________

PROJECT TITLE: _________________________________________________________________

PROJECT NUMBER: ___________________ DATE: ___________________

The bidder may request a full or partial waiver of the mandatory Small, Minority and Women Business Enterprise goals established for the project for good cause by submitting this Form 4 and documentation to the OEO. Under no circumstances shall waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the vendor and careful review by the OEO. A prime contractor will need a minimum score of 80 points in order to demonstrate a good faith effort. Any act or omission by the District shall not relieve the bidder of this responsibility. The OEO shall base its determination of a waiver request on the following criteria:

Criteria listed below are excerpted from DCPS Policy 7.72 and the Procedures Manual. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Prime Contractor Attendance at DCPS pre-bid conference, if held: ☐ Yes ☐ No ☐ Not Held
   (5 points)

2. Whether and when the bidder provided written notice to all certified MWBE/SBE listed in DCPS OEO
   Directory that can perform the type of work to be subcontracted and advising the MWBE/SBE of the specific
   work the bidders intends to subcontract; acknowledgement of MWBE/SBE interest in the contract is being
   solicited; and how to obtain information for the review and inspection of contract plans and specifications.
   (20 points)

Provide complete list of all MWBE/SBE solicited.

Provide the date letters were transmitted (MWBE/SBE will be canvassed as to who sent them letters and what date
they were received.) Provide a copy of solicitation and all other letters sent to MWBE/SBE. Recommended
information in your solicitation letter should have included, but was not be limited to, the following:

- Project specific information
- Name of Prime Contractor
- Areas of work available for subcontracting
- Contact person's name and phone number
  (SBE and MWBE firms will be canvassed regarding your responsiveness to their calls
  and project information they received from your firm.) Bonding requirements of your firm
- Availability of specifications and plans
  through your office.
- Bid opening date and all addendum information.

- Your requirements/time frames/payment schedules.
3. Has the bidder selected feasible portions of work to be performed by SBE and MWBE, including, where appropriate, breaking into subcontracts or combining elements of work into feasible units? The ability of the bidder to perform work with its own work force will not in itself excuse a bidder from making positive efforts to meet the established goals. (15 points)

If appropriate, detail any subcontracting category that you have broken down to assist SBE and MWBE firms and list firms that have been made aware of this reduced scope.

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<thead>
<tr>
<th>Subcontracting Category</th>
<th>MWBE/SBE FIRM</th>
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4. Has the bidder provided interested MWBE/SBE firms with assistance in reviewing the contract plans and specifications? Name the MWBE/SBE firms provided assistance, and describe how your firm provided such assistance including documentation (15 points)

5. Whether the bidder advertised in general circulation, trade association, and/or minority/women – focused media concerning the subcontracting opportunities. (5 points)

The minority focused papers include:
BLACK  HISPANIC  OTHER

List which paper carried your ad and attach a copy of the ad

6. Has the bidder followed up initial solicitations of interest by contacting MWBE/SBE’s to determine with certainty whether the MWBE/SBE was interested? (15 points)

Name the MWBE/SBE you followed up with and describe your follow up efforts.

7. Has the bidder negotiated in good faith with interested MWBE/SBE, not rejecting MWBE/SBE as unqualified without sound reasons and based on a thorough investigation of their capabilities? (10 points)
   a. Provide a detailed statement of the reasons why subcontracts were not entered into with a sufficient number of MWBE/SBEs to meet the established goals.

   b. Provide a list of MWBE/SBE Subcontractors you deemed unqualified and provide an explanation of the conclusion you reached.

   c. For those MWBE/SBE Subcontractors contacted, but determined to be unavailable, provide either:
i. A signed letter to the bidder from the MWBE/SBE stating they are unavailable;
OR
ii. A statement from the bidder that the MWBE/SBE refused to submit a letter after a reasonable request; and a detailed statement from the Bidder of the reasons for the bidder’s conclusion.

8. Has the bidder effectively used the services of available minority/women community organizations; minority/women contractors’ groups; local, state and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of minority/women business enterprises? (5 points)
List small or business enterprise organizations and minority/women organizations contacted.

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<tr>
<th>Organization</th>
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9. Describe any efforts to advise and assist interested MWBE/SBE Subcontractors in obtaining supplier relationships, bonds, lines of credit, or insurance. (10 points)
Please provide a list of MWBE/SBE Subcontractors you assisted.

SIGNATURE OF COMPANY OFFICIAL

DATE

COMPANY ADDRESS

PRINT NAME

CITY/STATE/ZIP

POSITION

TELEPHONE

FAX

OEO FORM 4
03/2015
EXHIBIT 2
ITB-015-19/LM CONTRACT LABOR- KITCHEN EQUIPMENT

SCOPE OF WORK & BID PRICING STRUCTURE

1. GENERAL SCOPE DESCRIPTION

B. To provide specialized skills for kitchen equipment at DCPS facilities districtwide to include, but not be limited to: repairs, maintenance and installation of kitchen appliances, equipment, and hood systems units, of various size, capacity and manufacturers, refrigeration and freezer equipment and other general kitchen equipment applications. The contractor will be required to provide limited services to evaluate existing systems and recommend design and/or operating modifications.

C. The Contractor shall provide all labor, supervision, materials, test equipment, tools, vehicles, permits and insurance. No rental charges shall be added to the hourly labor rates for specialized equipment necessary to address the maintenance and repair of these facilities or equipment. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates.

D. DCPS intends to accomplish work by minimizing the District’s plans and specifications requirements and maximizing the use of the Contractors expertise. Sketches, drawings, and specifications may be included to clarify the work requirements and satisfy the requirements of DCPS Code Enforcement Department and shall be considered to be included in the scope of work. Any work requiring architectural or engineered drawings are excluded from the scope of work. Scope of work refers to a specific project which will be ordered by an individual task order. Award of task orders will be on a fixed price basis. The need for a Task Order can arise from either the Contractor or DCPS Project Manager, but will be approved/authorized by DCPS Project Manager. The scope of work will be identified, reviewed, and jointly agreed upon to include the nature of the work to be performed, the location of the work, and required date of completion.

E. Travel time and / or vehicle charges for service calls shall be the sole responsibility of the Contractor and the Contractor shall bear this cost as part of his base bid proposal and/or hourly rate quotations. Hourly labor rates are for “time on site” only.

F. A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

2. SERVICE REQUIREMENTS RESPONSE REQUIREMENTS: Bidders shall have the capability to provide qualified personnel for service calls on an emergency basis at multiple locations.

A. In the event of an emergency, the awarded contractor shall be located so as to allow a maximum mobilization/site arrival time of ninety (90) minutes from initial notification (based upon dispatch directly to any District School).

B. The awarded contractor shall provide DCPS a 24-hour emergency contact number (telephone, pager, cell phone) and shall acknowledge and verbally respond to an emergency call from DCPS Project Manager within thirty (30) minutes.

C. The emergency service rate shall be 1.5 times the applicable hourly labor rate only for the services required and approved by DCPS Project Manager. Emergency service hours are those outside the normal working hours and holidays as outlined in Section below “ACCESS.”

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D. The awarded contractor shall give first priority services to the District in the event of a hurricane, flood, other natural disaster, or any event identified as an emergency by DCPS.

E. For non-emergency requirements the contractor must respond within 5 days or at the discretion of DCPS.

3. CONTRACTOR LABOR AND GENERAL SUPERVISION: The Contractor shall provide labor and supervision to complete the work. Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with DCPS Project Manager.

A. These general supervision responsibilities apply specifically to personnel in hourly labor rates in Group B7 (2-man crew), B8 (1 Journeyman), and B9 Subcontractors listed in the Bid Tabulation Rate sheet. The cost of general supervision shall be an element of the Contractor's overhead burden in the applicable hourly individual/crew rates and Subcontractor mark-up percentage.

B. WORKING SUPERVISOR DEFINED: The Working Supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, record-keeping and reporting duties. Typical responsibilities of a Working Supervisor shall include, but not be limited to, the following:

- Visits service/construction sites to determine equipment and materials needs and provides this information to DCPS Project Manager.
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications.
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established service/construction safety policies, procedures and regulations;
- Provides technical assistance to crews and DCPS equipment procurement.
- Reviews and resolves project quality, scheduling and progress problems.
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during non-working periods and during emergencies.

Working Supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

C. PERSONNEL CLASSIFICATIONS: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual/crew rates in the Form of Proposal.

1) JOURNEYMAN shall have a minimum of five (5) years of experience.

2) HELPER / APPRENTICE shall have a minimum of one (1) year experience working directly with a Journeyman.

3) WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years' experience, including two (2) years in a supervisory or leadership capacity.

D. CREW DEFINED:
   1) Appliance Repairs: A crew shall consist of one (1) Journeyman
   2) Installation of Kitchen Appliances: A crew shall consist of one (1) Journeyman and one (1)
4. SPECIFIC TERMS AND CONDITIONS

A. WORK PROPOSALS: Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor's risk.

For each project, contractor shall provide price quotation using the attached "Project Proposal and Material List Forms" (Attachments B and C).

Based on the site examination, contractor shall submit a written work proposal using the Bid Item Rates and detailing 1) the required unit price for the specific equipment to be installed OR 2) personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Project Proposal Form Attachment B), and material costs (as indicated on Material List Form Attachment C). The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by DCPS without prior authorization from DCPS Project Manager.

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between DCPS and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Contractor is responsible for pulling all permits and scheduling applicable inspections with DCPS Code Enforcement Office.

B. PERMITS, FEES, and NOTICES: The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto. Permits are issued by DCPS CODE Enforcement Office.

1) All building inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Enforcement is responsible for permitting and code inspections on all projects administered by DCPS. The costs associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay re-inspection fees and/or fines.

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2) All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.

3) The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 3220, via e-mail in accordance with Code Enforcement procedures no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and covered-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.

4) All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

C. OTHER CONTRACTOR REQUIREMENTS

Upon request for DCPS or its representatives, the Contractor will provide the names, addresses, social security number and employment history for those technicians who will be performing DCPS work for verification of experience and for background checking, if necessary.

1) DCPS will require that while on DCPS property that the Contractor's technicians dress in a manner appropriate to the work to be performed. Contractor technicians will perform their work in a courteous and efficient manner.

2) Contractor must provide a visible employee badge, or other means of identification, that must be worn at all times by each technician while on DCPS property. Badging shall be in accordance with paragraph 31. below.

3) The Contractor will secure, pay for, and comply with all permits and certificates that may be required by local, state and federal laws and ordinances.

4) Contractor must provide their workers with transportation, tools, and equipment appropriate to the work to be performed. DCPS will not provide transportation and will not furnish tools and equipment.

D. ACCESS

1) Due to the nature of the food preparation business, access for scheduled work may be restricted to hours when sites are available, dependent upon the scope of work and area to be serviced.

2) Normal school operating hours are Monday thru Friday 7:30 AM to 3:30 PM. Holidays are as determined in the published DCPS Holiday schedule. The contractor will not be allowed to work during the school operating hours and should plan on after-hours work in order to complete the work.

3) Emergency access will be available at all times.

4) The Contractor's personnel must sign in with DCPS staff and all personnel must have visible badges at all times.

E. SCHEDULING OF WORK

1) The Contractor shall perform all work during the scheduled visits. Work at times other than scheduled visits / tasks shall be done only with prior permission and coordination with DCPS authorized representative.
2) The Contractor will make every effort not to undertake any work that entails the powering down of critical equipment during peak activity levels and will closely coordinate that work during peak hours with DCPS.

3) The Contractor shall at all times execute the work in a manner which shall not interfere with the operation and daily routine carried on by the Facility.

4) The Contractor shall agree to any reasonable request by DCPS for scheduling and performance of the work.

F. EQUIPMENT: Each crew shall have a truck and all the customary and necessary hand/power tools and accessories to perform the work of the trade. As part of the performance under this contract, all necessary safety barriers, tape and/or traffic cones shall be provided by the contractor to secure and separate the work area(s).

G. MATERIALS: If requested by DCPS Project Manager, Contractor shall list on the written work proposal, the materials necessary for the completion of the work. At its discretion, DCPS may provide all, or some, of the materials for the proper execution and completion of the project.

H. SAFETY: The Contractor is required to provide a copy of their safety program.

I. CLEANING UP: The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean. DCPS Project Manager shall direct the disposition of all surplus materials.

J. WARRANTY: The contractor shall inspect all equipment purchased (both DCPS and Contractor purchased) and warrant that the equipment is suitable for installation. The contractor shall become responsible for all warranties provided by the manufacturer and any required repairs for the particular type of equipment installed.

The Contractor warrants to DCPS that: (1) the work will conform to the requirements of the contract documents; (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the contract documents.

The contractor shall promptly correct work rejected by DCPS Project Manager as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations, the Contractor shall for a period of one year after project completion, correct work not conforming to the requirements of the contract documents.

Any damages to DCPS property caused by the contractor's personnel while performing work under this contract shall be repaired at the contractor's expense.

K. ACCESS TO EQUIPMENT

The Contractor shall have access to all equipment; however, turning equipment on and off shall be
scheduled with DCPS. Prior to starting any work at the Facility, the Contractor will report to DCPS for authorization.

L. CALL BACK SERVICE

1) Call back service is defined as any service previously provided/completed that is either incomplete or having caused a failure because of either a poor service call or preventative maintenance call as deemed by DCPS.
2) The Contractor shall be responsible for providing call back service as required on a seven (7) days per week, twenty-four (24) hours per day, including holidays.
3) The cost for providing call back services, including adjustments and work normally included under preventative maintenance whether during normal working hours or not shall be at no extra charge.
4) If the Contractor fails to respond to an emergency call within the specified period, DCPS reserves the right for another company to be called in to handle the problem and the cost of this service shall be deducted from the amount normally paid to the Contractor.
5) The Contractor must provide a contact name and telephone and/or pager number where technicians can be reached on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays.

M. ALTERATIONS OR MODIFICATIONS

1) The Contractor must have the approval of DCPS before any modification or alterations are made to any items of the equipment and must be well documented on the service report.
2) A DCPS work order number must be issued prior to any commencement of work.

N. INSPECTION OF SERVICES- QUALITY OF WORK

1) All services (i.e. services performed, material furnished or utilized in the performance of services and workmanship in the performance of services) shall be subject to inspection and test by DCPS at all times and places during the term of the Contract. All inspections by DCPS shall be made in such a manner as not to unduly delay the work.
2) The acceptability of quality shall be consistent with best industry practices, at the discretion of DCPS.

O. REPORTS AND LOGS

1) At the conclusion of each work order the Contractor shall provide a detailed report to DCPS.
2) Each report must include a DCPS work order/Purchase Order number, an Equipment ID and the specific location of where the work was performed.
3) The report shall also include the condition of items installed, repaired, inspected, preventative/routine maintenance work performed and a list of items that are recommended for repair, maintenance or replacement.
4) The service report shall also include sufficient detail and description to identify the exact work completed. General statements on service reports will be unacceptable.
5) Each report shall be signed by a DCPS Facilities staff member or designated representative prior to Contractor leaving the site.
6) One copy of the signed report is to be left with DCPS Facilities staff member or designated representative.
7) The Contractor shall maintain a refrigerant inventory log at each site for each piece of equipment specified in this Contract. The Contractor must note refrigerant use, losses and/or leaks. Explanations of losses, leaks and/or thefts must be documented on this form.
P. PAYMENTS AND INVOICING

2) All invoices are to certify that the work and/or service have been performed to contract specifications. All invoices shall be either computer generated or typewritten.

3) All invoices shall detail the following information. Should the Contractor fail to provide any of this information on the invoice, DCPS may withhold payment until the Contractor amends the invoice.
   a. DCPS Purchase Order or Contract Number
   b. Type of work completed
   c. Date service was completed
   d. Where work was performed
   e. Make, model and Asset ID of equipment/system worked on
   f. DCPS Work Order Number or service request number
   g. Warranty period on work
   h. Name of technician
   i. Material detail list on each invoice (DCPS may request a copy of supplier invoices for parts)
   j. Labor break out

5. CONTRACT BID PRICING STRUCTURE

B. The contract is structured in two (2) Line Item parts for bidding purposes as shown on the Unit Rate Bid Tabulation Form.

1) **Line Item A Specific Kitchen Equipment Installation** - provides for unit price bids for specific types of equipment installation, which includes all labor, materials and supervision to install the specified piece of equipment. The typical work for installation is outlined in the specific kitchen equipment unit. Additional work beyond the scope as outlined in the unit prices will be priced in accordance with the unit prices in Line Item B. Equipment listed as electric in the specific line items that are actually gas (or vice-versa) when purchased may require added services for installation; however, each project shall be reviewed to determine if the general scope of work is equivalent to the line item price.

2) **Line Item B Kitchen Equipment Task Order Hourly Rates** - provides the established bid hourly labor rates and materials and subcontractors materials markup rates to be used when additional services are necessary to perform the required services outside the scope of the specific Equipment Line Items installation in Line Item A.

   b. Specific Task Orders will be developed using unit cost data for Labor Hourly Rates and Materials with Overhead & Profit markup rates **per prices as submitted by the Contractor in the Bid Tabulation Form in the ITB**. The Contractor shall prepare proposals for review and approval by the District. The proposals may be verified by the District utilizing other resources as necessary. The Contractor shall notify the District Project Manager, prior to commencement of work if any other work is found that may exceed the Task Order amount. The scope of this provision shall include related construction, maintenance and technical services which supplement and compliment services defined herein.

   c. When questions arise concerning the labor hours required for a particular job, labor hour requirements will be based on industry standards or, if not applicable, other estimating sources. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials. The District retains the right to obtain additional quotes. The lowest price will be used and the District Contract Representative shall be the final arbiter on service call costs as well as the distinction between service calls and task orders.

Bid No. ITB-015-19/LM 38
B. The contractor shall provide pricing as outlined in the Unit Rate Bid Tabulation Form in the ITB.

The Unit Rate Bid Tabulation Form—Base Bid unit rates include all costs associated with the specified work in accordance with the project specifications. Unit costs and labor and material rates shall include all costs associated with the work, including but not limited to insurance, overhead and profit, all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.)

For all work, Contractor is responsible for coordinating delivery of equipment and goods receipt (and documentation), as specified by DCPS. This work shall be included in all unit pricing. Some equipment will have DCPS asset identification. Contractor shall take care not to damage or otherwise dispose of this identification.

C. **LINE ITEM A**—Specific Kitchen Equipment Installation—Contractor shall insert unit price installation cost in Unit Rate Bid Tabulation Form for all labor and materials costs associated with installation requirements as outlined in Section 6. below. The type of equipment and installation in Section 6. is typical and may not reflect the actual manufacturer model or picture shown. Minor adjustments for installation shall be included in the unit price installation costs and not be considered additional services.

D. **LINE ITEM B**—Kitchen Equipment Task Order Hourly Rates—Provide labor, materials, and subcontractor work necessary to complete miscellaneous related work for additional work not described in the installation requirements for equipment described in Section 6. OR for other equipment not described in Section 6. Labor costs will be reimbursed for workers and Journeyman Supervisors directly employed by the contractor to perform or supervise work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

For hourly rates and materials— the contractor will prepare his price proposal and compare this price against recognized industry costing standards. The recognized standard for this estimating will be the RS Means Facilities Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, FL area or other information as provided by the Contractor and approved by the District. The District reserves the right to use other standard industry means for estimating.

Costs of subcontractors and materials for work completed on a time and materials basis shall include the cost of additional materials incorporated or consumed by actual work multiplied by the overhead and profit multiplier *(for example an 8% OHP mark-up.)* This multiplier does not apply to materials incorporated or consumed under the unit rates in Line Item A.

For subcontractor work, the contractor shall seek competitive proposals from multiple (at least three) competent sources and provide DCPS with a minimum of two final price proposals which establish that the proposed price for this work is fair and reasonable.

1) **Hourly Rates** the Contractor will submit with his Bid Tabulation Form an amount for hourly rates for each class of employee to be used in the performance of each type of work covered under this Contract. These rates will be shown in the ITB Unit Rate Bid Tabulation Form. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates. All rates shall be shown as outlined in the ITB Unit Rate Bid Tabulation Form.

2) **Materials and Subcontractor Mark-Up Percentage**

The Contractor will submit with his Bid Tabulation Form a percentage amount for Materials and Subcontractor work Overhead & Profit mark-up rates for work covered under this Contract. All materials and subcontract work will be marked up in accordance with the mark-up rate as shown in the ITB Unit Rate Bid Tabulation Form. FOB point shall be school destination with freight prepaid, including all other applicable charges to show total landed cost.

Bid No. ITB-015-19/LM
An estimated number of labor hours, materials, and subcontractor costs have been included in the Unit Rate Bid Tabulation Form for bidding purposes only and is not a guarantee of actual number of labor and materials to be requested by the District. The District may exceed the estimated annual contract values in the Bid Tabulation Sheet for each line item without any adjustments in unit prices.

3) Other stipulations include:
   1) DCPS reserves the right to request and review supporting documentation for all material and labor for each specific Task Order. Costs may be adjusted accordingly.
   2) Specific Task Orders may be modified and/or ordered by DCPS Project Manager in emergency situations. Adjustments to costs may be made if warranted and approved by the District Project Manager.
   3) Oral instructions due to emergencies shall be confirmed in writing within two working days.
   4) The Contractors estimate for task order work shall be all inclusive.
   5) DCPS Executive Director, Facilities Design and Construction or DCPS project manager representative shall be the final word on all contract discrepancies. The Contractor is hereby put on notice that in the event a District employee other than DCPS Project Manager directs a change in the work to be performed or increases the Scope, the Contractors is responsible to make inquiry to DCPS Project Manager before making the deviation.
   6) Specific Task Order work shall not commence until approved by DCPS Project Manager.
   7) The District reserves the right to perform any specific Task Order item by other means if necessary.

6. SPECIFIC TYPES OF KITCHEN EQUIPMENT TO BE INSTALLED /SCOPE OF WORK

Provide kitchen equipment installation price based on proposed unit installation rates. Unit Installation prices shall include the following work:

i. Reviewing specific equipment type to be ordered including type of service required for that piece of equipment (gas, electric, water, drainage)
ii. Visiting the jobsite to ascertain proposed location of new equipment, location and type of existing utilities, and providing written response to DCPS representative on compatibility of that equipment and existing utilities in the proposed location along with any other required work to insure proper, safe installation.
iii. Provide recommendation on any specific modifications required in order to install the equipment correctly.
iv. Receiving, verifying, and securing delivered equipment and accessories at each school from Direct Purchase Contractors, and removal and preparation of the existing equipment for shipment back to DCPS warehouse. Pickup and shipment of old equipment shall be the responsibility of DCPS unless otherwise agreed upon by DCPS and Contractor. Kitchen equipment shall be installed within 5 working days after equipment delivery and receipt of DCPS purchase order number.

NOTE: Equipment pictures noted below are general representation. Actual equipment ordered may not be similar size or types.
1. **Full-Sized Duel Stacked Natural Gas** (OR EQUIVALENT), 120 volts Convection Oven **(Direct purchase by DCPS)**. Convection Oven, gas, double-deck, standard depth, solid state manual controls, 2-speed fans, (5) racks & (11) positions, interior light, simultaneous operated doors with glass, s/s front, sides & top, 6" s/s legs, flue connector, 55,000 BTU each, CSA, NSF, CE, EnergyStar®. (2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, std.

   - Remove existing natural gas, 120 volts oven and place at secure area in kitchen
   - Uncrate and stack new ovens
   - Replace quick disconnect hose (Direct purchase by DCPS)
   - Manifold new ovens
   - Install posi-sets (Direct purchase by DCPS)
   - QC to determine oven is operational
   - Installation Cost: $________

   (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

2. **Pro Series Type Range** (OR EQUIVALENT), natural gas, 24" with (4) 33,000 BTU open burners, with cast iron top & ring grates, storage base, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6" s/s legs with adjustable feet, 120 volts range with casters. (Direct purchase by DCPS).
   - Remove existing natural gas range and place at secure area in kitchen
   - Uncrate and install range with casters under existing fire suppression system. (Direct purchase by DCPS).
   - Install 48" quick disconnect hose. (Direct purchase by DCPS).
   - Install posi-sets. (Direct purchase by DCPS).
   - Quality Control to determine range is operational
   - Installation Cost: $________

   (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
3. **Ice Machine Head with Bin (OR EQUIVALENT) (Direct purchase by DCPS)**

Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 575-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 7.6 amps

Ice Bin, top-hinged front-opening door, approximately 360-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted legs included, protected w/HoshiGuard antimicrobial agent.

- Remove existing ice machine and place at secure area in kitchen.
- Uncrate and stack new ice machine
- Plug machine into power source
- Install drain lines to kitchen drain line
- Install filtration system. (Direct purchase by DCPS)
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

4. **Double Steamer, Convection Counter Top (or Equivalent) (Direct Purchase by DCPS)**

Two (2) Single Compartment Convection Steamer, electric, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, vacuum cooking, manual mechanical timer controls, includes stainless steel support stand with casters, NO water or drain connections required, 6kw, 208/60/1ph, 5'cord & NEMA L6-30P plug. Support Stand, for double stacked units (shown below), standard mounting height: 15" lowest unit height, stainless steel, w/5" casters, standard.

- Remove existing electric Steamer and place at secure area in kitchen
- Uncrate and stack new Steamer
- Verify voltage and plug machine into power source
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
5. Mobile Cold Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 120 volts, 15 amps, single phase plug-in unit with 6-ft cord. Stainless steel pans, self-contained condensing unit with thermostat; stainless steel canopy and plexiglass sneeze guard with 115 V fluorescent lights.
   - Remove existing cold serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit including sneeze guards
   - Verify voltage and plug machine into power source
   - Install drain lines to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

![Image of Mobile Cold Serving Unit]

6. Mobile Hot Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 5.1 kW, 24.5 Amps, 208V, single phase plug-in unit. Pre-wired single thermostat control with pilot light, 6-ft cord.
   - Remove existing hot serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit, including sneeze guards
   - Verify voltage and plug machine into power source
   - Install unit drain to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

![Image of Mobile Hot Serving Unit]

7. TURBOCHEF OVEN- Conveyor Bake Model No. HHC2620 (OR EQUIVALENT)
   (Direct Purchase by DCPS)
   208/240v/50/60/3-ph, 40 0amps, 6-foot cord (nominal), NEMA 15-50P,
   - Uncrate new Oven and assemble new unit
   - Verify voltage and plug machine into power source
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
8. COOK-TEK COUNTERTOP DOUBLE BURNER INDUCTION COOKTOP (OR EQUIVALENT)
(Direct Purchase by DCPS)
208/240v/50/60/1-ph, 32 amps, 6-foot cord (nominal), NEMA 6-50P or NEMA 6-30P

- Remove existing cooking appliance and place at secure area in kitchen
- Uncrate and install new Induction Cooktop
- Verify voltage and plug machine into power source
- Start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
ATTACHMENT B
PROJECT PROPOSAL

CONTRACTOR: 

ADDRESS: 

CITY/STATE/ZIP: 

PHONE/FAX: 

DATE: 

PROPOSAL #: 

CONTACT: 

PROPOSAL VALID FOR ( ) DAYS 

PROPOSAL SUBMITTED TO: 

PROJECT NAME: 

PROJECT LOCATION: 

SCOPE OF WORK: 

Contractor ESTIMATE

PERSONNEL CLASSIFICATION # HOURS HOURLY RATE TOTAL AMOUNT

Comments:

Contractor hereby proposes to furnish labor – complete in accordance with Bid ITB-015-19/LM and the above specifications for the following amount as indicated:

Select Contract Type:

| FIRM FIXED-PRICE | AMOUNT NOT TO EXCEED |

Labor: $ 
Material: $ 
Total Proposed Cost: $ 

TIME FOR COMPLETION: This work shall commence on ___________ and be completed by ___________. All work to be completed in workmanlike manner according to standard practices. DCPS Project Manager shall approve any alteration or deviation from above specifications involving extra charge prior to commencement of work.

AUTHORIZED SIGNATURE: _______________ DATE: ____________

ACCEPTANCE OF PROPOSAL BY DUVAL COUNTY SCHOOL DISTRICT

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

AUTHORIZED SIGNATURE: _______________ DATE: ____________

Bid No. ITB-015-19/LM
ATTACHMENT C
MATERIALS and SUBCONTRACT WORK LIST

MATERIALS LIST

Contractor hereby proposes to furnish
materials and subcontractor work – complete
in accordance with Bid ITB-015-19/LM

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NAME:</td>
</tr>
<tr>
<td>PROJECT LOCATION:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td></td>
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<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor hereby proposes to provide materials, in accordance with the above specifications, for the following amount as indicated:

TOTAL: $__________
EXHIBIT 3
Shifting Gears, LLC

For the purpose of evaluation, this form will be interpreted as follows:
Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

AWARD: Will be awarded all or none. The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. All items must be bid (failure to bid on all line items will be considered non-responsive). Four (4) of the Six (6) awarded vendors of this contract shall be a certified Small Business Enterprise (SBE) or Minority/Women Business Enterprise (M/WBE), as defined in SCM below. If an SBE or M/WBE is not four of the six lowest qualified respondents, then it will be awarded to 4 of the lowest qualified SBE/WBE. If there is not a qualified SBE or WWBE it will be awarded to the lowest qualified non-SBE or WWBE. This will result in an approved vendor list with zero committed volume.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITIES</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>INSTALLATION OF SPECIFIC TYPES OF KITCHEN EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Install Full-Sized Duel Stacked Natural Gas, 120 volts Convection Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Install Pro Series Restaurant Range, natural gas, 24&quot; (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Install Ice Machine Head with Bin (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Install Dual Convection Countertop Steamer (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Install Mobile Hot Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Install Mobile Cold Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$200.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Install Turbochef Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$250.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>8</td>
<td>Install Countertop Induction Cooktop (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>$100.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>B</td>
<td>KITCHEN EQUIPMENT AND HOOD SYSTEM TASK ORDER HOURLY RATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>ONE TWO (2) MAN CREW: (1) Journeyman and (1) Apprentice or (1) Helper</td>
<td>Hours</td>
<td>400</td>
<td>$9.00</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>10</td>
<td>ONE (1) JOURNEYMAN (Qualifications as per specifications)</td>
<td>Hours</td>
<td>400</td>
<td>$65.00</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Mark-up on Materials &amp; Subcontractors (Includes contractor's general supervision of subcontractors as part of the mark-up)</td>
<td>Mark-up multiplier (%)</td>
<td>12</td>
<td></td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

TOTAL BASE BID PRICE

$79,500.00

TOTAL YEARS OF EXPERIENCE IN FLORIDA

12 years
April 8, 2019, Regular Board Meeting

Title

Recommendation
That the Duval County School Board approve the Contract Labor - Kitchen Equipment, ITB-015-2019/LM contract award to the following list of contractors. These contract agreements will have an initial period of one year with an option to renew for three additional one-year periods.

Aptitude Associates, INC

Quantum Mechanical, LLC

Shifting Gears, LLC

Tech X Services, LLC

That the Duval County School Board authorize the Chairman or Vice Chairman and the Superintendent of Schools to execute the contract agreements when form approved by the Office of General Counsel.

That authority be delegated to the Superintendent to renew the contract agreements for subsequent years when form approved by the Office of General Counsel, provided terms and conditions are the same and subject to the availability of funds.

Description
This contract is to perform various kitchen equipment services that include kitchen refrigerator and freezer, gas, steam, electric and kitchen hood equipment new installation, repairs, and maintenance in facilities districtwide on an annual contract basis. These firms will be responsible for providing continuing annual services for assigned projects as required for kitchen equipment installation, repairs, and maintenance on as needed basis.

Purchasing opened bids on December 20, 2018.

This bid has been reviewed by the Office of Economic Opportunity and found to be in compliance with the Duval County School Board Office of Economic Opportunity requirements.

Gap Analysis
The district requires this contract to perform multi-disciplinary trade work to install various types of kitchen equipment.

Previous Outcomes
Performance by contractors on the contract that fulfilled district requirements.
**Expected Outcomes**
Award and successful performance on this new contract.

**Strategic Plan Goal**
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes

**Financial Impact**
The planned funding source will be Food Service Department Equipment funds. Funds will be allocated on a job specific basis. The estimated expenditure for the first contract year is $1.5M based on the volume of walk-in cooler/freezers that are reaching end of useful life and require replacement.

**Contact**
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

**Attachments**
1. ITB-015-19 LM Contract Labor Kitchen Eqpt-Aptitude Associates Inc v April
2. ITB-015-19 LM Contract Labor Kitchen Eqpt-Shifting Gears LLC v April
3. ITB-015-19 LM Contract Labor Kitchen Eqpt-Tech X Services LLC v April
4. ITB-015-19 LM Contract Labor Kitchen Eqpt-Quantum Mechanical v April
CONFLICT OF INTEREST

CONSOLIDATED GOVERNMENT CITY COUNCIL MEMBER
SELLING SERVICES TO SCHOOL BOARD

To: Name withheld at person's request (Jacksonville)

SUMMARY:

Under the circumstances presented, no prohibited conflict of interest exists under Section 112.313(7)(a) or Section 112.313(3), Florida Statutes, where a council member of a consolidated city government owns a construction company selling construction services to the local public school board. CEO 74-8, CEO 76-21, CEO 76-38, CEO 79-82, CEO 80-29, CEO 84-43, CEO 96-32, CEO 05-7, and CEO 07-12 are referenced.1

QUESTION:

Does a prohibited conflict of interest exist where a member of the City Council for the consolidated government of the City of Jacksonville owns a construction company providing construction services to the local School Board?

Under the circumstances presented, your question is answered in the negative.

In your letter of inquiry and supplemental information provided to our staff, you state you serve as a Deputy General Counsel for the City of Jacksonville and have been authorized to seek this opinion on behalf of a member of the City Council. You relate that the Council member was elected in 2015, and operates, manages, and owns a construction company. The company is not regulated by the City Council, you advise, and it has several contracts (entered into after the Council member was elected) with the Duval County School Board, an "independent agency" within the consolidated government of the City. You further state that the contracts were not procured through sealed competitive bids, but instead through an informal process through which the School Board obtains price quotes from pre-approved contractors and then awards the contract to the contractor with the lowest quote. You further relate that the Council member, as the sole employee and agent of the company, negotiated, prepared, and submitted the written price quotes to the School Board for the contracts. On several occasions, the City and the School Board have entered into agreements to provide after-school youth programs through the Children's Commission, an agency of the City, as well as to provide access to school facilities, such as swimming pools, recreational areas, and stormwater drainage ponds. However, you advise that the City Council does not oversee the school system, appropriate funds to the school system, or review the school system's budget.

You inquire whether a prohibited conflict exist for the Council member under any provision of the Code of Ethics for Public Officers and Employees (Part III, Chapter 112, Florida Statutes) due to his company's providing construction services to the School Board. The prohibitions of the Code of Ethics relevant to your question are within Sections 112.313(7)(a) and 112.313(3), Florida Statutes. Section 112.313(7)(a) provides:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP. – No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee...; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.
The first part of this statute prohibits the Council member from having employment or a contractual relationship with any business entity regulated by or doing business with his agency. For purposes of Section 112.313(7)(a), the "agency" of a city council member is the city council. See, for example, CEO 96-32. As stated above, the Council member has both "employment" and a "contractual relationship" with his company within the meaning of the first part of Section 112.313(7)(a). See CEO 05-7, CEO 80-29, and CEO 76-21. As such, it must be determined whether the company is regulated by, or is doing business with, the City Council.

The City Code requires all businesses, professions, or occupations in the City to obtain an occupational license, and you advise that the company has been issued such a license. For "regulation" to exist, we have found that a business's operations or modes of doing business must be subject to the control or authority of a public agency (CEO 79-8), and we previously have opined that occupational licensing for revenue purposes does not constitute "regulation" within the meaning of the first part of Section 112.313(7)(a). See CEO 79-82. Accordingly, we find that the company is not regulated by the City Council, and as you represent that the company has no business relationships with the City Council, the first part of Section 112.313(7)(a) does not apply.

The second part of Section 112.313(7)(a) prohibits a public officer from having any employment or contractual relationship, if it would create a continuing or frequently recurring conflict between the officer's private interests and the performance of his or her public duties or would impede the full and faithful discharge of the officer's public duties. A "conflict" or a "conflict of interest" is defined by Section 112.312(8) as "a situation in which regard for a private interest tends to lead to disregard of a public duty or interest." The provision contained in the second part of Section 112.313(7)(a) is grounded on the principle that one cannot serve two masters, and calls for a comparison of an official's public responsibilities against his or her private interests to "determine whether the two are compatible, separate, and distinct, or whether they coincide to create a situation which tempts dishonor." Zerweck v. State, Commission on Ethics, 409 So. 2d 57, 61 (Fla. 4th DCA 1982). Thus, the issue is whether the Council member's interest in selling services to the School Board may tempt him to dishonor any responsibilities he has as a member of the City Council.

Nothing in the information you have provided suggests such a conflicting dynamic. You advise that the Council member's duties as a member of the City Council do not include oversight of the School Board, and that the City Council has no authority to influence, recommend, or approve the School Board's procurement awards, contract decisions, or other contract matters. Given the autonomy with which the School Board operates, we find that there is no overlap between the Council member's private interests and public responsibilities.

Section 112.313(3) provides:

DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

(a) October 1, 1975.
(b) Qualification for elective office.
(c) Appointment to public office.
(d) Beginning public employment.
The first part of this statute prohibits a public officer from acting in his official capacity to purchase goods or services for his own agency from a business entity in which he holds particular positions or interests. As stated above, the Council member's "agency" is the City Council. Here, the Council member, in his official capacity as a member of the City Council, is not purchasing any services for the City Council from the company. Rather, it is the School Board which is purchasing the construction services for the School Board from the company. Accordingly, the prohibition contained in the first part of Section 112.313(3) is not applicable here.

The second part of Section 112.313(3) prohibits a public officer from acting in his private capacity to sell goods or services to his political subdivision or any agency of the political subdivision. However, Section 112.316, provides:

CONSTRUCTION.—It is not the intent of this part, nor shall it be construed, to prevent any officer or employee of a state agency or county, city, or other political subdivision of the state or any legislator or legislative employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge by such officer, employee, legislator, or legislative employee of his or her duties to the state or the county, city, or other political subdivision of the state involved.

We have interpreted this provision to permit a public officer or employee to sell services to government, where the officer or employee is not responsible in any manner for the approval of, or the giving of advice, or recommendation regarding contracts for those services. See, for example, CEO 07-12, CEO 84-43, and CEO 76-38, and the opinions cited therein. We believe that it is appropriate to apply Section 112.316 here—where the Council member has no public responsibilities regarding the business between his company and the School Board. Thus, we find that no prohibited conflict of interest exists under Section 112.313(3) where the Council member in his private capacity sells construction services to the School Board.

Accordingly, we find that the Council member's ownership of and position with a construction company that provides construction services to the Duval County School Board does not create a prohibited conflict of interest under Section 112.313(7)(a) or Section 112.313(3), Florida Statutes.

ORDERED by the State of Florida Commission on Ethics meeting in public session on April 20, 2018, and RENDERED this 25th day of April, 2018.

________________________________________
Michelle Anchors, Chair

[1] Prior opinions of the Commission on Ethics may be obtained from its website: www.ethics.state.fl.us.
### Contact Information

<table>
<thead>
<tr>
<th>District Personnel</th>
<th>(Please Fill In)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Name (Person Overseeing the Contract)</strong></td>
<td>Alonza Anderson</td>
</tr>
<tr>
<td><strong>Contact Telephone Number</strong></td>
<td>904-982-3837(cell)</td>
</tr>
<tr>
<td><strong>Contact Department</strong></td>
<td>Facilities Design and Construction/Food Service</td>
</tr>
</tbody>
</table>

### Vendor's Information

<table>
<thead>
<tr>
<th>Vendor's Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor's Name</strong></td>
<td>Shifting Gears, LLC</td>
</tr>
<tr>
<td><strong>Vendor's Contact Person</strong></td>
<td>Garret L. Dennis</td>
</tr>
<tr>
<td><strong>Vendor's Telephone Number</strong></td>
<td>904-887-1870</td>
</tr>
<tr>
<td><strong>Vendor's Address / Email</strong></td>
<td>6001-21 Argyle Forest Blvd #216, <a href="mailto:gdennis25@msn.com">gdennis25@msn.com</a></td>
</tr>
<tr>
<td><strong>Prior Relationship with Vendor/Contractor</strong></td>
<td>Renewal, Extension, Amendment, New X</td>
</tr>
<tr>
<td><strong>Prior DCSB Attorney assigned, if known</strong></td>
<td></td>
</tr>
</tbody>
</table>

### CONTRACT SUBMISSION PROCESS

1. Attach vendor's WORD version of the contract to this form;
2. Attach signed Purpose Form or Agenda Item (see below) to this form;
3. E-mail an electronic version in MS Word format to Lorena Fuentez, along with;
4. By your submission of this form, you certify that you have created a "purchase requisition" through the SAP 02 level release utilization the funding source identified below.

### Contract Details

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Individual projects funded as needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due date of services (interim tasks and due dates)</td>
<td>Award - March 5, 2019</td>
</tr>
<tr>
<td>Funding Source</td>
<td>Federal Food Service Funds</td>
</tr>
<tr>
<td>Payment Schedule (Are the payments made monthly, when task is finished, etc.)</td>
<td>Monthly payments associated with individual projects assigned</td>
</tr>
<tr>
<td>Location of services (school, off site facility, etc.)</td>
<td>Various</td>
</tr>
</tbody>
</table>

**Contract Under $100,000**

- **Purpose Page Required**
  - **YES**
  - **No**
  - **X** (If "No", Board approval required)

**Contract Over $100,000**

- **Date on Board Agenda**
  - March 5, 2019
- **Signature (electronic is okay)**
  - **YES**
  - **NO**
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES

AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND CONTRACTOR

PROJECT NO: DCSB PROJECT NO. ITB-015-19/LM

PROJECT NAME AND LOCATION: Contract Labor-Kitchen Equipment

CONTRACTOR: Tech X Services, LLC
525 Stevens Street
Jacksonville, FL 32254

DCPS: THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
OFFICE OF FOOD SERVICES
2924 KNIGHTS LANE EAST, BLDG. #4
JACKSONVILLE, FLORIDA 32216
CONTRACT LABOR CONTRACT

THIS AGREEMENT is made and entered into effective April 9, 2019 by and between Tech X Services, LLC, a Delaware limited liability company authorized to transact business in Florida, located at 525 Stevens Street, Jacksonville, Florida 32254, FEIN 27-4281394 (the “CONTRACTOR”), and The School Board of Duval County, Florida ("DCPS" or the "District"):

WITNESSETH:

That the Contractor, for the consideration fully set out, hereby agrees with DCPS as follows:

A. THE PROJECT

The Contractor shall furnish all materials and perform all the work for and in connection with Contract Labor – Kitchen Equipment, DCSB PROJECT NO. ITB-015-19/LM, accepting the base bid in a manner and form provided for by the following enumerated Contract Documents which are attached hereto and are made a part hereof as if fully contained herein:

1. Proposal and all Bid Documents, and All Addenda Issued in Connection Therewith
2. Contract Labor Contract (this Agreement)
3. Office of Economic Opportunity (OEO) Participation (Exhibit 1)
4. Scope of Work and Bid Pricing Structure (Exhibit 2)
5. Contractor’s Bid Tabulation Costs (Exhibit 3)

B. RENEWAL: Upon written mutual agreement between Contractor and DCPS, this contract may be renewed at anniversary date for three (3) additional one year periods, subject to the same provisions, terms, conditions, specifications as originally awarded.

C. DEFINITIONS

1. Project: A Project is the total work for any specific Activation to be performed under this Agreement. A Project consists of planning, design, permitting, and construction and code inspection for any specific Activation within the time frame of this Agreement as necessary to complete the component parts of the project. Also referred to as Task Order.

2. Activation: A written document issued by the District authorizing the Contractor to proceed with a project or Task Order. Document will outline acceptance of scope, costs, schedule, and other terms and fees associated with completion of the Project.

3. Architect/Engineer: An Architect/Engineer hired by DCPS for design services related to the Project.

4. Contract Time: The timeframe established by the individual Project Activation schedule, consisting of the time allocated to complete all Project work and include at a minimum the Start Date, Substantial Completion Date, and Final Completion Date.

5. Final Completion: All work as outlined in the Final Completion form provided by DCPS to the Contractor.

6. DCPS or the District: The School Board of Duval County, Florida, acting through its Superintendent or his designee, the Executive Director or Project Manager.

inspections on projects administered by DCPS.

8. **Purchase Order**: An accounting document generated by DCPS provided to a contractor or vendor. The terms and conditions of the contract documents and Activation, except as expressly and clearly modified by DCPS, shall be incorporated by reference in any purchase order.

9. **Project Manager**: The person designated by DCPS to provide direct interface with the Contractor with respect to DCPS’s responsibilities.

10. **Substantial Completion**: The term Substantial Completion as used herein shall mean that point at which the Work, or designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that DCPS or its designee can enjoy use or occupancy for its intended purpose, including issuance of a Certificate of Occupancy, if applicable. In the event the Work includes more than one Phase, DCPS, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

**D. PERFORMANCE**: DCPS reserves the right to assign work to a selected vendor based upon documented past performance record.

**E. THE CONTRACT TIME**

The Contractor shall commence the work to be performed for each Project under this Agreement on a date to be specified in a written order from DCPS (the “Activation”) and shall achieve Substantial Completion (“Substantial Completion Date”) of all work hereunder on the date identified in the Activation. The timeframe established by the individual Project Activation shall include the time allocated to complete all Project work and at a minimum the Start Date, Substantial Completion Date, and Final Completion Date. All work and closeout requirements shall be finally completed (“Final Completion Date”) within THIRTY (30) consecutive calendar days, including holidays, after the Substantial Completion Date. Inasmuch as failure to complete the Project within the time fixed in this Agreement will result in substantial injury to DCPS, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not substantially completed and finally completed in the time allocated above, the Contractor shall pay to DCPS as liquidated damages (if established), which shall represent the cost for DCPS's inconvenience and the extended administrative cost only, the sums stipulated in paragraph H., Liquidated Damages, of this Agreement. These Liquidated Damages shall be in addition to other actual damages. DCPS shall not be responsible for any costs incurred by the Contractor prior to the issuance of the Activation, should the Activation be delayed or not issued.

**F. EXECUTION OF THE WORK**: Time is of the essence in fulfillment of the required services. The contractor shall complete all work within the schedule established by the Project Manager. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract and/or Purchase Order. No change in the scheduled delivery date or performance shall be permitted without the District’s written consent. No acceptance of goods and/or services after the scheduled delivery date shall waive the District’s rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

All goods delivered shall be subject to the District’s inspection and approval. Goods rejected by the District for whatever reason shall be held, transported and/or stored at Contractor’s sole expense. Contractor shall promptly reimburse the District for any such expenses.
G. SUSPENSION OF WORK: The District may at any time, in its sole discretion, suspend the work for a specified or unspecified time by written notice to the successful Contractor. Upon receiving notice of suspension, the successful Contractor shall immediately suspend all operations except those, which in the District’s opinion are necessary to preserve, care for and protect the work. The successful Contractor shall only be entitled reimbursement for its reasonable, proper and actual expenses incurred in protecting, caring for and preserving the work.

In the event that work is suspended as a result of the Contractor not performing as contracted, the District in its sole discretion, reserves the right to withhold, in whole or part, any payment due the Contractor until the breach has been rectified to the full satisfaction of the District.

If the Contractor cannot rectify the breach to the District’s satisfaction, the District reserves the right to remedy the solution in the manner of its own choosing and at the Contractor’s expense.

H. THE CONTRACT AMOUNT

This is a source of service contract; all items will not necessarily be ordered at one time.

For each Project, the Contractor shall submit a cost proposal as outlined in Exhibit 2. DCPS shall issue an Activation and subsequently a Purchase Order, to confirm and acknowledge all costs and terms for the Project work. Should DCPS and the Construction Manager not reach an agreement on the costs or other terms and schedules, DCPS reserves the right to cease negotiations for that project and perform the work by other means without affecting the Agreement or any other project.

The District reserves the right to solicit quotes from the other awarded contractors of this contract for each project. Pricing submitted for these quotes will not be restricted to the individual equipment line item installation costs as submitted in the bid and will be at the discretion of the contractors. There is no limitation on the number of individual project orders. There is no maximum limitation on the total contract amount for all Purchase Orders to be issued under this Agreement.

Escalation Provision: At each renewal of the contract, DCPS will consider an increase due to inflation for unit rate installation and labor hour rates only provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The contractor must request the increase in writing at least 30 days prior to the renewal of the contract.

I. INVOICING AND PAYMENTS:

1. The contractor will be required to submit invoices and reference Purchase Order numbers on all requests for payment. All statements must reference valid Purchase Order numbers. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified and/or approved by DCPS Project Manager. Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required. Invoices for labor and material work performed shall be submitted with the appropriate hourly rates (as indicated on the bid proposal form) multiplied by the actual number of hours worked or for the agreed firm fixed-price amount.

2. Upon submission by the Contractor of evidence satisfactory to DCPS that payrolls, material bills and other cost and liability incurred by the Contractor in connection with the construction of the work have been paid in full, or any other documentation requested by DCPS, normal
terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor's invoice. All applications for payment must contain partial or full release of liens from subcontractors, duly notarized.

3. **Final Payment** - Final payment constituting the unpaid balance of the Cost of the Project shall be due and payable after DCPS has accepted occupancy of the project, provided that the Project be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if there should remain work to be completed, the Contractor and DCPS shall list those items prior to receiving final payment and DCPS may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, DCPS shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

4. All subcontractors shall remit payment due to their suppliers and subcontractors within seven (7) business days after receipt of payment from the Contractor.

5. No payment will be made for material or equipment stored off-site.

6. **Method of Payment**: DCPS will make payment in one of two methods – either by direct check issuance or credit card (DCPS e-payables/credit card program process). If credit card payment is acceptable, initial the designated space(s) on the Contractor Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation. The Contractor must elect which option they choose to be paid at the beginning of the Agreement period. If direct check is chosen, the Contractor may elect the e-payable/credit card process method at any time during the Agreement; however, once this option is selected, no further changes may be made unless approved by DCPS. At DCPS's sole option, DCPS may change the direct check issuance to an Automated Clearing House Method (ACH) of payment. Payment shall be made in accordance with the Florida Prompt Payment Act of the Florida Statutes.

7. **Payment Dispute** – If a payment dispute arises due to payment rejection outlined in F.3. Partial Payments above, the dispute will be handled in accordance with the procedures outlined in Florida Statutes 218.76, "Improper payment request or invoice; resolution of dispute".

J. **LIENS, CLAIMS AND ENCUMBRANCES**: Contractor warrants and represents that all the goods, materials and/or services supplied shall be free and clear of all liens, claims and encumbrances of any kind.

K. **AVAILABILITY OF FUNDS**: The obligations of DCPS under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

L. **LIQUIDATED DAMAGES**: The parties to the Agreement agree that time, in the completion of the work, is of the essence. DCPS reserves the right to establish Liquidated Damages for each individual Project/Activation. DCPS and the Contractor recognize and agree that the precise amount of actual damages for delay in the performance and completion of the work is impossible to determine as of the date of execution of the Activation or Construction Authorization and that proof of precise amount will be difficult. These Liquidated Damages shall be assessed, not as a penalty, but as compensation to DCPS for expenses which are difficult to quantify with certainty and which were incurred by DCPS due to the delay.
1. In the event Liquidated Damages are established for each individual Project, the Contractor shall be assessed Liquidated Damages on a daily basis for each calendar day the Contract Time for that Purchase Order is exceeded due to a Non-Excusable Delay.

2. In the event the Contractor fails to perform any other covenant or condition of this Agreement or Activation relating to the Project work, the Contractor shall become liable to DCPS for any actual damages which DCPS may sustain as a result of such failure on the part of the Contractor. These damages shall be in addition to Liquidated Damages.

3. Nothing in this Article shall be construed as limiting the right of DCPS to terminate the Activation, to require Surety (if applicable) to complete said Project, and to claim damages for the failure of the Contractor to abide by each and every one of the terms of this Agreement and Activations.

Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract.

M. INSURANCE:

1. The Contractor shall maintain the following insurance coverage (in the types and amounts not less than set forth below) during the life of the contract:
   a. Worker's Compensation Insurance in compliance with Florida Statute 440.
   b. Comprehensive General Liability Insurance in an amount equal to or greater than $500,000 per occurrence.
   c. Vehicle Public Liability and Property Damage Insurance with minimum limits of $500,000 combined single limit.
   d. Additional Insured Endorsement naming The School Board of Duval County, Florida as an additional insured on all policies required by these specifications (excluding worker's compensation and employer's liability).
   e. All policies should contain cancellation endorsements providing ten (10) days written notice of cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of the change.
   f. Indemnification shall be in accordance with F.S. 725.08.
   g. By setting the foregoing minimum coverage, the District does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of its insurance coverage.

2. Insurance shall be written through a company that is admitted to do business in the State of Florida and approved by DCPS. Prior to commencement of any work under the contract, the contractor shall provide Certificates of Insurance for the above coverage to the School Board of Duval County, Florida, Facilities Design and Construction, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida 32207. This bid number must be shown on certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

N. INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless DCPS, and his Agents and Employees as set forth herein and to the maximum extent permitted by law, from and against all claims but not limited to damages, losses and expenses, including code upgrades, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts
any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or (3) results from the Contractor's breach of any Agreement provision, including but not limited to unexcused delay in completion of the Project. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to DCPS (subject to the limitations and provisions of s. 768.28, F.S., the limitations and provisions of which are not altered, expanded or waived by anything in this Agreement).

In any and all claims against DCPS or any of his agents or employees or by any employee of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the worker's compensation acts, disability benefit acts or other employee benefit acts.

O. PERSONNEL: All Contractor personnel providing services to the District under the terms of this contract shall be full-time, permanent employees of the contracted company only, unless express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by DCPS Project Manager. For those trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman and Apprentice standards.

P. PERSONNEL CONDUCT: All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

Q. SUBCONTRACTOR: A subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between DCPS or Architect/Engineer and any subcontractor.

1. DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Executive Director, Facilities Design and Construction. The contractor shall list all sub-contractors on the Proposal Material List Forms.

2. By an appropriate written agreement, duly notarized or witnessed, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward DCPS and the Architect/Engineer. Said agreements shall preserve and protect the rights of DCPS and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall
require each Subcontractor to enter into similar agreements with his Sub-Subcontractor.

3. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two (2) years within the last five (5) years. The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

4. The Contractor shall be responsible to DCPS for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.

5. Upon request, the Contractor shall provide a copy of each subcontract, including the general supplementary conditions, to DCPS.

R. NOTICE OF DIRECT PURCHASE - SALES TAX EXEMPTION:

DCPS is exempt from sales tax on the purchase of construction material. DCPS has elected to exercise this right and therefore may directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to DCPS. DCPS may, via Purchase Order (PO), purchase material, and the Contractor shall assist DCPS in the preparation of the Purchase Order. DCPS will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. All bids are to be submitted with all applicable taxes included.

The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all State sales tax. This reduction in the Contract Amount will occur through a Change Order, which will reference the Purchase Order affecting the change.

Issuance of Purchase Orders by DCPS shall not relieve the Contractor of any responsibility regarding material or equipment purchases or installations, with the exception of the payments for the material or equipment purchased. The Contractor shall remain fully responsible for coordinating, scheduling, ordering correct quantities, submittals, protections, storage, shipping, security, expediting, receiving, verification, installation, cleaning and all applicable warranties.

When DCPS determines it to be in its best interests, the Contractor will serve as DCPS's agent for the limited purpose of obtaining quotes for materials and to otherwise assist in the procurement of materials that will be purchased directly by DCPS in compliance with chapter 212, Florida Statutes (and in such event, the Contract Amount shall be reduced accordingly the savings realized by this process). As part of the Contractor's responsibility, he shall administer this procurement process consistent with the following procedures and requirements:

1. A Purchase Order Requisition Form (in a form acceptable to DCPS and Contractor) shall be prepared by the Contractor and submitted to DCPS prior to ordering DCPS-purchased materials. The requisition form will provide the name, address, telephone number and contact person for the materials supplier; a list of required items, the quantity needed, the price and sales tax associated with the materials, and delivery dates established by the Contractor.

2. DCPS will prepare and issue standard DCPS Purchase Order Forms to the Vendors. In conjunction with the execution of DCPS's Purchase Orders, the Contractor shall execute and
deliver to DCPS, deductive change orders reflecting the full value of all materials directly purchased by DCPS, plus all sales tax savings associated with the materials.

3. The Contractor will be responsible for all matters relating to the receipt of materials purchased by DCPS including verifying correct quantities and inspection and acceptance of the goods at the time of delivery. Vendors will forward the invoice directly to DCPS for payment.

4. Title to DCPS-purchased materials will vest in DCPS at the time the materials are delivered to DCPS-owned construction site and accepted by DCPS (F.O.B. job site).

5. DCPS is billed directly by the selling Vendor for purchases of building materials. All discounts are for the account of DCPS.

6. DCPS makes payment for the building materials directly to the selling vendor.

7. Contractor shall be responsible for coordinating the delivery, storage and incorporation of material purchases made by DCPS pursuant to this section. Once the materials are incorporated into the Project they become the responsibility of the Contractor. Failure by the Contractor to comply with the tax exemption procedures which results in taxes, fines or damages to DCPS shall be the sole responsibility and liability of the Contractor.

8. It is recognized that the Contractor may encounter additional overhead costs in assisting DCPS with its Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Base Bid.

S. JESSICA LUNSFO RD ACT: At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.467, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at www.duval.sofn.net) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

T. CIRCUMSTANCES BEYOND CONTROL: Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

U. MOST FAVORED CUSTOMER STATUS: The awarded vendor shall afford DCPS most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

V. SEVERABILITY: If any term, condition or requirement of this proposal is held invalid,
UNENFORCEABLE OR ILLEGAL FOR ANY REASON, THE REMAINDER OF THE AGREEMENT/CONTRACT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.

W. ASSIGNMENT OF CONTRACT AND/OR PAYMENT: The Contractor shall have sole responsibility for the quality, liability, coordination and completion of all work outlined in this endeavor. The District considers the Contractor to be the sole contact regarding all Contract/Agreement matters. The Contractor shall be prohibited from assigning, transferring and conveying, subletting or otherwise disposing of any Contract/Agreement of its rights, title or interest therein, or its power to execute such Contract/Agreement without the previous written approval of the District. The Contractor shall include with the proposal the names of sub-contractors, the extent of the work that is affected by each and a brief description of prior experience in managing the proposed sub-contractors. The District shall have the right to review, approve or disapprove prior to any change of sub-contract, or the addition of sub-contract, by the successful Contractor during the term of the Contract/Agreement.

X. AUDIT / RECORDS RETENTION: DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

Y. GOVERNING LAW; VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Duval County.

Z. NO THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

AA. PUBLIC RECORDS LAWS. This Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

a. Keep and maintain public records required by the District in order 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 the Chapter 119, Florida Statutes 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

BB. NON-DISCRIMINATION. Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the Agreement on account of a person’s actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

CC. SURVIVORSHIP. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification provisions, shall survive the expiration, cancellation or termination of the Agreement.

DD. NO GIFTS OR CONTINGENT FEES. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

EE. DISCLOSURE OF EMPLOYMENT OF FORMER DCPS EMPLOYEES. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of
any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

FF. FEDERAL FUNDS: The contractor certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the contractor/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

GG. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

HH. CIRCUMSTANCES BEYOND CONTROL: Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Executive Director, Facilities Design and Construction, in writing, as to the extent of this disruption and it’s probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

II. LEGAL AWARENESS AND COMPLIANCE: It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility.

JJ. AFFIRMATIVE ACTION: Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

KK. OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION: The contractor shall comply with DCPS’s Office of Economic Opportunity policy in accordance with the terms outlined in Exhibit 1.

LL. TERMINATION DUE TO DISHONESTY: Should the Contractor be determined by DCPS to have misrepresented the utilization of funds or of misappropriation of property belonging to DCPS,
DCPS has the right to terminate this Agreement immediately without recourse and have no further obligations to the Contractor under this Agreement. DCPS shall not be responsible for any payments under a termination for cause based on dishonesty.

**MM. UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by DCPS for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

**NN. CANCELLATION:** DCPS, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of DCPS. If Contract/Purchase Order(s) is so canceled, then DCPS shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

**OO. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

**PP. NOTICES; AGENCY ADMINISTRATOR.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

- **If to Contractor:**
  Tech X Services, LLC
  Attn: Managing Member
  525 Stevens Street
  Jacksonville, Florida 32254
  Phone: 503-502-4860

- **If to District:**
  The School Board of Duval County, Florida
  1701 Prudential Drive
  Jacksonville, Florida 32207
  Phone: (904) 390-2115
  Attn: Dr. Diana Greene, Superintendent

  **With copy to:**
  Office of General Counsel
  c/o 1701 Prudential Drive
  Room 3403
  Jacksonville, FL 32207
  Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as follows: The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties’ respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party’s representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District’s representative for the day-to-day activities, the District’s Administrator shall be:

- Duval County Public Schools
  Attn: Alonza Anderson
  2924 Knights Lane East, Bldg. #4
QQ. CIVIL RIGHTS: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program and Activities, and any additions or amendments.

RR. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

SS. BYRD ANTI-LOBBYING: The Contractor shall file the required certification to comply with the Byrd Anti-Lobbying Amendment.

TT. CLEAN AIR AND WATER POLLUTION ACTS: The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

UU. EXECUTION: This Agreement may be executed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to comprise an entire and original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

By: [Signature]
Name: Alex Krammer

By: [Signature]
Name: [Name]

ATTEST:

By: [Signature]
Dr. Diane Greene, Superintendent of Schools
and Ex-Officio Secretary to the Board

Tech X Services, LLC

By: [Signature]
Name: Tina L. Seale
Title: Managing Member

The School Board of Duval County, Florida

By: [Signature]
Lori Hershey, Chairman

Approved by Board on April 8, 2019

Form Approved:

By: [Signature]
Office of General Counsel
EXHIBIT 1
OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION

A. Duval County Public Schools encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the District do not discriminate in the awarding of District contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

B. It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

C. Compliance: Applicants are hereby notified that failure to fully comply with DCPS’ SBE and/or M/WBE policy shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner. Such penalties may include but are not limited to the following:

   Removal from the School District Vendor List

   Withholding retainage until deficiencies are remedied

   Negative evaluation up to 2 years on future projects

The terms of this document shall survive the awarding of the contract and shall be incorporated in the terms and conditions of the subsequent contract between the parties.

PARTICIPATION GOALS: The following goals and conditions apply to this contract and submission of proposals by prospective applicants shall constitute full acceptance of all conditions of DCPS’ SBE and/or M/WBE policy. The attainment of SBE and/or M/WBE participation goals established for this contract will be measured as a percentage of the GMP. The goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

Only firms certified by DCPS may be listed. Goals will be listed in the public announcement for professional services. For a current certified SBE and/or M/WBE listing, you may contact:

Duval County Public Schools, Office of Economic Opportunity
1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-1480 Telephone/ (904) 858-1492 Fax

www.duvalschools.org/oeo
Attachment A

DUVAL COUNTY SCHOOL BOARD
OFFICE OF ECONOMIC OPPORTUNITY (SBE and/or M/WBE) PARTICIPATION

A. POLICY

Duval County Public Schools (DCPS) has participated, along with the City of Jacksonville and other Independent Agencies of the City, in the research and development of a disparity study.

It is an official policy of DCPS to ensure the equitable participation of Small Business Enterprises (SBE) and Minority/Women Business Enterprises (M/WBEs) in its contract awards based upon availability. It is DCPS' intent in adopting this program to reflect the philosophy with regard to enhancing participation of Small Business Enterprises and Minority/Women Business Enterprise in all areas of procurement.

B. BIDDER OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that Small Business Enterprises and Minority/Women Business Enterprises have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. SUBMITTAL REQUIREMENTS

The following forms shall be submitted with your Guaranteed Maximum Price (GMP) as evidence of SBE and/or M/WBE participation:

1. OEO FORM 1, Proposed Schedule of Participation. This form must be submitted with the GMP and must include the following information:

   a. The name, current telephone number and SBE or M/WBE classification for each firm that is participating on the contract.

   b. A description of the scope of work, materials, equipment or services to be furnished by the certified SBE and/or M/WBE subcontractor, sub consultant or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment 12/20/18
c. The agreed-upon dollar value for such work, materials, equipment or services, slated to be performed by each named SBE and/or M/WBE firm;

d. Please note that SBEs and/or M/WBEs participating on DCPS projects must be certified as an SBE and/or M/WBE with DCPS Office of Economic Opportunity, prior to the bid opening.

e. The percentage of the SBE and/or M/WBE participation will be evaluated in comparison to the base bid price quoted by the Construction Manager.

2. **OEO FORM 2, Letter of Intent to Perform as a SBE and/or M/WBE Subcontractor.** This form is to be completed by the Subcontractor and submitted with the GMP.

3. **OEO FORM 3, Prime Contractor Affidavit.** This form is to be completed by the prime contractor, sworn and subscribed before a notary, and included in the bid/proposal.

4. **OEO FORM 4, Pre award waiver for Good Faith Efforts.** In the event the Prime Contractor is unable to obtain bids/quote from SBE and/or M/WBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall submit OEO Form 4 with his GMP. Good Faith Effort will be determined by a point system. Prime contractors will need a minimum score of 80 points in order to demonstrate a good faith effort.

D. **PARTICIPATION GOALS**

The following goals and conditions apply to this contract and submissions of a proposal by prospective Contractor shall constitute full acceptance of all conditions outlined in the Construction Manager Selection Booklet documents or submittals.

The attainment of OEO participation goals established for this contract will be measured as a percentage of the base of the contract. The Goals established for this contract are: If multiple vendors are awarded, the majority will be awarded to OEO vendors.

E. **EXCLUSIONARY AGREEMENTS**

Agreements between any bidder and SBE and/or M/WBE in which the SBE or M/WBE promises not to provide subcontracting quotations to other bidders are prohibited.
F. DEFINITIONS

1. SMALL BUSINESS ENTERPRISE (SBE)

SBE means an independently owned and operated business that is not dominate in its field of operation and is performing a commercially useful function whose principal place of business is located in Baker, Clay, Duval, Nassau or St. Johns’ County that meets DCPS defined eligibility criteria.

2. MINORITY/ WOMEN BUSINESS ENTERPRISES (M/WBE)

M/WBE means a small business concern, which is at least 51 percent, owned by one or more minority persons or member of an insular group that is of a specific racial, ethnic, or gender makeup or national origin which has been subjected to disparate treatment due to identification in and with that group resulting in a underrepresentation of commercial enterprises under the group’s control and whose management and daily business operations are controlled by such person. The company primary place of business must be located is in Baker, Clay, Duval, Nassau, or St. Johns County.

3. CONTROL

Whether the SBE and/or Minority/Women Owned Business is listed as a sole proprietor, joint venture or corporation with at least 51% ownership, they shall possess the necessary licenses and the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operations.

4. OEO FORM 1 - PARTICIPATION CATEGORIES

a. SUBCONTRACTOR: Any SBE and/or Minority/Women Business Enterprise capable of furnishing to the General (Prime) Contractor, labor, professional services, materials, supplies, equipment, transportation, management or supervision necessary to accomplish the work under this contract.

b. MANUFACTURER: A firm that operates or maintains a factory or establishment that produces, on its premises, materials or supplies obtained by the contractor of incorporation into the Project.

c. SUPPLIER: A firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SBE or M/WBE must engage in as its principal business and in its own name, the purchase and sale of the products in question. A supplier of
such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this section.

d. SERVICES: A business or individual who performs the furnishing of a professional service such as engineering, architecture, etc., and/or the furnishing of labor, time, or effort to a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

G. OEO DIRECTORY

A directory of certified SBEs and M/WBEs can be obtained on the following website:

www.duvalschools.org Office of Economic Opportunity

H. SUBCONTRACT CLAUSE

Bidders may count towards the established SBE goal and/or the established M/WBE goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and hold the necessary license to do the work or provide the materials for which they are listed.

I. EVALUATION OF OEO PARTICIPATION

In order to count the SBE when there is an established SBE goal and/or M/WBE when there is an established M/WBE goal, the prime contractor will submit the OEO participation Form 1, which includes SBE and/or M/WBE contact phone number, quotation, description of work, materials, equipment or services OEO Form 2, Letter of Intent, and Form 3 Prime Contractor affidavit certifying the Prime Contractor has requested and received bid quotations from the SBE and/or M/WBE firms listed in their bid/proposal documents. DCPS will attempt to confirm the contents of the submission by contacting SBE firms when there is an established SBE goal and M/WBE firms, when there is an established M/WBE goal, by telephone or certified letter, return receipt requested, within two workdays after the date of letting.

1. The established goal or goals shall be applied to the base bid value of the contract and be reflected in the monetary portion spent on subcontracts for consulting and construction services awarded to those SBEs and/or M/WBEs meeting contracting specifications, unless otherwise specified.

2. Credit toward the goal or goals for majority bidders will be based on the percentage of work actually performed by the SBEs and/or M/WBEs.
3. Bidders may count toward the established goal or goals only subcontractors, suppliers, manufacturers and sub consultants who are certified and licensed to do the work for which they are listed.

4. Bidders may count first- and second-tier subcontracts toward the meeting of the established goals. If the subcontracting opportunity is second tier, please denote this in the left hand margin on OEO FORM 1. NOTE: Additional information may be requested as it pertains to these opportunities.

5. Bidders may count toward goals 60% of its expenditures for materials and supplies required under a contract and obtained from a SBE and/or M/WBE supplier, and 100% of all expenditures to an SBE or M/WBE manufacturer.

   a. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the bidder.

   b. For purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

6. If a certified minority bidder bids as a prime contractor, he or she can meet the designated goal under his or her minority status. However, minority bidders are required to meet the goals of the remaining minority categories or show a Good Faith Effort to do so.

7. Credit toward the SBE goal and/or M/WBE goal allowed for a joint venture with SBE or M/WBE will be determined by the percentage of ownership and control of the SBE or M/WBE participants in the joint venture. The eligibility of an SBE or M/WBE joint venture will be determined on a project-by-project basis. A joint venture must be certified as a SBE or M/WBE joint venture in order for the participation of the SBE or M/WBE partner to be counted toward the SBE goal and/or M/WBE goal requirement. The SBE or M/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least 25 percent and the SBE or M/WBE partner must be responsible for a clearly defined portion of the work to be performed. Joint Venture Certification Applications are available upon request from DCPS Office of Economic Opportunity. Joint Venture Certifications are required for each project the venture plans to participate in.

J. CONTRACT AWARD
DCPS proposes to award the contract to the lowest responsive and responsible bidder submitting provided the bidder has met the goals, or the bidder made an acceptable Good Faith Effort to meet the goals established, consistent with the best interest of the Owner. The apparent successful bidder will be required to submit OEO participation information to the Owner in accordance with the contract specifications. For all contracts for which contract goals have been established, each bidder or proposer is expected to meet or exceed the stated contract goal.

The apparent successful bidder must satisfy the Owner that the bidder has made Good Faith Efforts to meet the SBE goal and/or M/WBE goal and to ensure that all SBEs and M/WBEs have an equitable opportunity to compete for subcontracts. In assessing the "Good Faith Efforts" of bidders/proposers to determine if they are eligible for a contract award, the Owner will consider that efforts that are merely pro forma are not Good Faith Efforts. Also, efforts to obtain SBE and/or M/WBE participation are not "Good Faith Efforts" (even if sincerely motivated) if, given all relevant circumstances, they could not reasonably be expected to produce a level of SBE and/or M/WBE participation sufficient to meet DCPS’ established goals.

Award of the contract will be conditioned upon submission of SBE and/or M/WBE participation information with the bid proposal and upon satisfaction that the contract goals can be met or, if the goals are not met, upon demonstrating that “Good Faith Efforts” were made to meet the goals. When evaluating competitive bids/quotes for the award in which the low bidder is otherwise responsive to specifications, but not attaining the SBE and/or M/WBE goals and not meeting the Good Faith Efforts requirements, the bid shall be awarded to the next low responsible bidder responsive to the SBE and or M/WBE goals and/or meeting the Good Faith Efforts requirements; however, if the base bid of the next low responsible bidder responsive to the SBE and or M/WBE goals and/or meeting the Good Faith Efforts requirements is more than 10% or $125,000 (whichever is less) of the original low responsible bidder, the Owner may award the contract to the original low responsible bidder.

The Owner shall have absolute discretion to reject any bid or exclude a prospective bidder from submitting a bid who has been nonresponsive to SBE and M/WBE program requirements without satisfactory justification accepted by the OEO.

K. POST AWARD REQUIREMENTS

1. After the award of the contract, failure on the part of the successful contractor to employ SBEs and/or M/WBEs to fulfill the scope of work they were listed for at a percentage level equal to, or higher than, stated on OEO FORM 1, shall constitute a material breach of contract and default justifying termination.

2. Upon request of approval for a change order, the OEO shall be notified. If it is for additional scope of work, goals may be set accordingly.
3. Nothing contained herein shall be construed to require the successful bidder to award a subcontract to a SBE or M/WBE if it is not the lowest conforming bid.

L. REPORTING

The successful contractor awarded this project shall submit the following:

1. A monthly summary of actual SBE and/or M/WBE participation using OEO FORM 5.

2. An OEO FORM 6, CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).

3. A Project Summary is required upon completion that will include the original scope of the project and any change orders. This summary should include the SBEs and/or M/WBEs that participated, the amount they were paid and any moneys owed them and the reason for them being withheld.

Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the contractor has submitted the required documentation. Contractors are required to maintain records of the SBE and M/WBE summaries for 3 years.

This information should be forwarded directly to:

Duval County Public Schools
Beth Tramel, Supervisor
Office of Economic Opportunity
1701 Prudential Drive Room 322
Jacksonville, FL 32207
(904) 858-4860

M. PROMPT PAYMENT

This contract shall contain a provision requiring the prime Contractor to certify in writing that all sub-Contractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime Contractor prior to receipt of any further progress payments. Upon completion of the
contract, DCPS shall require documentation to certify that payments to such sub-Contractors or suppliers have been made.

This provision in no way creates any contractual relationship or obligation between any sub-Contractor and DCPS or any liability on DCPS for the Contractor's failure to make timely payments to the sub-Contractor. However, any Contractor's failure to comply with this provision shall constitute a breach of its contractual obligations with the DCSB contract.

N. SUBSTITUTIONS

If the successful contractor wishes to make a substitution of a SBE and/or M/WBE subcontractor or a joint venture, the bidder MUST:

1. Submit satisfactory written proof of "noncompliance" to the Office of Economic Opportunity and to the Executive Director, Facilities Design and Construction. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the subcontractor of the contract between it and the successful contractor.)

2. Not make any substitutions until all information submitted has been reviewed and approved by the OEO.

3. Substitute a certified SBE and/or M/WBE in the same category, performing the same work, as the subcontractor being replaced.

4. Not contract for an amount lower than the amount submitted by the subcontractor being replaced.

O. ADDITIONAL SUBCONTRACTING OPPORTUNITIES

All bidders shall incorporate the SBE and M/WBE participation policy, conditions and instructions in all agreements that offer further contracting opportunities, including but not limited to additive alternates and change orders.

1. **Additive Alternates**: If the trade is within those included in the base bid and an SBE and/or M/WBE was listed for that portion of the project, then the same SBE and M/WBE should be used for the alternate.

2. **Change Order**: If the trade is within those included in the base bid and a SBE and/or M/WBE was listed for that portion of the project, then the same SBE and/or M/WBE should be used for the alternate.
3. If the Change Order is within a different trade and presents further subcontracting opportunity beyond current subcontracting trades, the prime contractor must utilize SBE and/or M/WBEs or demonstrate Good Faith Efforts to further include SBE and/or M/SBE participation.

P. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with DCPS’ SBE and M/WBE policy as set forth herein shall constitute a breach of the contract which may result in termination of the contract or other remedy as permitted by law and policy and permitted by owner. Such sanctions may include but are not limited to the following:

1. Decertification from the SBE and M/WBE program and removal from the OEO directory
2. Withholding retainage until the deficiency is remedied
3. A negative evaluation of past performance for up to 2 years on future projects

The terms of this document shall survive the awarding of the bid and shall be incorporated in the terms and conditions of the subsequent contract between the parties.
OFFICE OF ECONOMIC OPPORTUNITY
UTILIZATION REPORT

Name of Contractor / Consultant:  
For the Time Period of:  

Project Title:  
Project No.:  

Total Contract Amount:  
Contact Person:  
Phone#:  
Email:  

☐ Annual Contract  
If Annual, please note Activation No.:  
S/MBE Goal:  
W/MBE Goal:  

Type of Project:  
☐ A/E  
☐ Construction  
☐ Design  
☐ Construction Management  
☐ Professional Services

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PERCENTAGE OF OVERALL CONTRACT COMPLETION: _________ %
**SMALL, MICRO, M/WBE CODES:**

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The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

______________________________  ________________________________
Signature                                           Title

______________________________
Date

**NOTES:** THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR’S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE OFFICE OF ECONOMIC OPPORTUNITY AT: 1701 PRUDENTIAL DRIVE, JACKSONVILLE, FL 32207

Bid No. ITB-015-19/LM Contract Labor –Kitchen Equipment  12/20/18
LETTER OF INTENT TO PERFORM AS A SBE and/or M/WBE SUBCONTRACTOR/PROPOSER (FORM 2)

TO: ____________________________________________________________
(The name of General Contractor/Consultant)

DCSB PROJECT NAME & NO.: ___________________________________________

The undersigned intends to perform work in connection with the above project as (check one):

[ ] an individual [ ] a corporation [ ] a partnership [ ] a joint venture

The status of the undersigned is confirmed on the attached SBE and M/WBE Identification Affidavit (OEO FORM 2A).

The undersigned is prepared to perform the following work in connection with the above project:

________________________________________________________________________
________________________________________________________________________

(Specify in detail, work items or parts thereof to be performed)

at the following price: $________. Of which, ________ Percent (%) of the dollar value of this subcontract will be sublet and/or awarded to non-minority subcontractors.

The undersigned agrees to enter into a formal Agreement with you to perform the above work, if you are awarded the prime contract. (For Professional Services contracts, proposers need not enter into contractual agreements with any SBE or M/WBE at this time.)

________________________________________________________________________
(Date) (Telephone Number) (Fax Number)

(S/MBE Firm Name) (Type or Print Name)

(S/MBE Firm Address) ____________________________

(City State & Zip Code) ____________________________

(M/WBE Firm Name) ____________________________

(M/WBE Firm Address) ____________________________

(City State & Zip Code) ____________________________

FORM 2
PRIME CONTRACTOR AFFIDAVIT

STATE OF _____________

COUNTY OF _____________

BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS DAY PERSONALLY APPEARED _____________

________________________________________ (NAME OF CONTRACTOR) HEREBY KNOWN AS THE

"AFFIANT," WHO BEING BY ME FIRST DULY SWORN, DEPOSES, AND SAYS:

THAT THE AFFIANT IS A CONTRACTOR WHO IS SUBMITTING A BID ON A DUVAL COUNTY
PUBLIC SCHOOL PROJECT.

THAT IN CONJUNCTION WITH THE SUBMISSION OF THIS BID IN ORDER TO COMPLY WITH THE
REQUIREMENTS OF THE DUVAL COUNTY SCHOOL BOARD'S OFFICE OF ECONOMIC OPPORTUNITY
PROGRAM, THE AFFIANT, PRIOR TO THE DATE OF THIS AFFIDAVIT, HAS CONTACTED THE
SUBCONTRACTORS LISTED ON THE OFFICE OF ECONOMIC OPPORTUNITY (OEO) FORM 1,
SCHEDULE OF OEO PARTICIPATION, WHO HAS AGREED TO ENTER INTO A CONTRACT ON THE
PROJECT ASSUBCONTRACTORS/SUPPLIERS FOR THE WORK INDICATED IN THE BID TO DCPS.

________________________________________

AFFIANT’S NAME

SWARE TO AND SUBSCRIBED BEFORE ME UNDER OATH THIS _________ DAY OF

________________________ 20 ___.

________________________________________

NOTARY PUBLIC’S SIGNATURE

________________________________________

NOTARY PUBLIC’S NAME (TYPE OR PRINT)

PERSONALLY KNOWN _____________ PRODUCED IDENTIFICATION _____________

TYPE OF IDENTIFICATION PRODUCED ________________________________________

OEO FORM 3 7/2016

28
Pre-Award Waiver for Good Faith Efforts
(OEO Form 4)
Note: Completion of this form is not required if established goals are met or exceeded.

☐ Minority/Women Business Enterprises (M/WBE) ☐ Small Business Enterprise (SBE)

CONTRACTOR FIRM: ____________________________________________

PROJECT TITLE: ________________________________________________

PROJECT NUMBER: _________________________ DATE: ______________

The bidder may request a full or partial waiver of the mandatory Small, Minority and Women Business Enterprise goals established for the project for good cause by submitting this Form 4 and documentation to the OEO. Under no circumstances shall waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the vendor and careful review by the OEO. A prime contractor will need a minimum score of 80 points in order to demonstrate a good faith effort. Any act or omission by the District shall not relieve the bidder of this responsibility. The OEO shall base its determination of a waiver request on the following criteria:

Criteria listed below are excerpted from DCPS Policy 7.72 and the Procedures Manual. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Prime Contractor Attendance at DCPS pre-bid conference, if held: ☐ Yes ☐ No ☐ Not Held
(5 points)

2. Whether and when the bidder provided written notice to all certified MWBE/SBE listed in DCPS OEO Directory that can perform the type of work to be subcontracted and advising the MWBE/SBE of the specific work the bidders intends to subcontract; acknowledgement of MWBE/SBE interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.
(20 points)

Provide complete list of all MWBE/SBE solicited.

Provide the date letters were transmitted (MWBE/SBE will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MWBE/SBE. Recommended information in your solicitation letter should have included, but was not be limited to, the following:

- Project specific information
- Name of Prime Contractor
- Areas of work available for subcontracting
- Contact person’s name and phone number (SBE and MWBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.) Bonding requirements of your firm
- Availability of specifications and plans through your office.
- Bid opening date and all addendum information.
- Your requirements/time frames/payment schedules.
3. Has the bidder selected feasible portions of work to be performed by SBE and MWBE, including, where appropriate, breaking into subcontracts or combining elements of work into feasible units? The ability of the bidder to perform work with its own work force will not in itself excuse a bidder from making positive efforts to meet the established goals. (15 points)

If appropriate, detail any subcontracting category that you have broken down to assist SBE and MWBE firms and list firms that have been made aware of this reduced scope.

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<th>Subcontracting Category</th>
<th>MWBE/SBE FIRM</th>
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4. Has the bidder provided interested MWBE/SBE firms with assistance in reviewing the contract plans and specifications? Name the MWBE/SBE firms provided assistance, and describe how your firm provided such assistance including documentation (15 points)

5. Whether the bidder advertised in general circulation, trade association, and/or minority/women – focused media concerning the subcontracting opportunities. (5 points)
The minority focused papers include:
BLACK
HISPANIC
OTHER

List which paper carried your ad and attach a copy of the ad

6. Has the bidder followed up initial solicitations of interest by contacting MWBE/SBE's to determine with certainty whether the MWBE/SBE was interested? (15 points)

Name the MWBE/SBE you followed up with and describe your follow up efforts.

7. Has the bidder negotiated in good faith with interested MWBE/SBE, not rejecting MWBE/SBE as unqualified without sound reasons and based on a thorough investigation of their capabilities? (10 points)
   a. Provide a detailed statement of the reasons why subcontracts were not entered into with a sufficient number of MWBE/SBEs to meet the established goals.

   b. Provide a list of MWBE/SBE Subcontractors you deemed unqualified and provide an explanation of the conclusion you reached.

   c. For those MWBE/SBE Subcontractors contacted, but determined to be unavailable, provide either:
i. A signed letter to the bidder from the MWBE/SBE stating they are unavailable;
   OR
ii. A statement from the bidder that the MWBE/SBE refused to submit a letter after a reasonable
    request; and a detailed statement from the Bidder of the reasons for the bidder's conclusion.

8. Has the bidder effectively used the services of available minority/women community organizations; minority/women
   contractors' groups; local, state and federal minority/women business assistance offices; and other organizations that
   provide assistance in the recruitment and placement of minority/women business enterprises? (5 points)
   List small or business enterprise organizations and minority/women organizations contacted.

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9. Describe any efforts to advise and assist interested MWBE/SBE Subcontractors in obtaining supplier relationships,
   bonds, lines of credit, or insurance. (10 points)
   Please provide a list of MWBE/SBE Subcontractors you assisted.

SIGNATURE OF COMPANY OFFICIAL                  DATE                  COMPANY ADDRESS

PRINT NAME                     CITY/STATE/ZIP

POSITION                      TELEPHONE                FAX

OEO FORM 4
03/2015

Bid No. ITB-015-19/LM Contract Labor—Kitchen Equipment 12/20/18
EXHIBIT 2
ITB-015-19/LM  CONTRACT LABOR- KITCHEN EQUIPMENT

SCOPE OF WORK & BID PRICING STRUCTURE

1. GENERAL SCOPE DESCRIPTION

B. To provide specialized skills for kitchen equipment at DCPS facilities districtwide to include, but not be limited to: repairs, maintenance and installation of kitchen appliances, equipment, and hood systems units, of various size, capacity and manufacturers, refrigeration and freezer equipment and other general kitchen equipment applications. The contractor will be required to provide limited services to evaluate existing systems and recommend design and/or operating modifications.

C. The Contractor shall provide all labor, supervision, materials, test equipment, tools, vehicles, permits and insurance. No rental charges shall be added to the hourly labor rates for specialized equipment necessary to address the maintenance and repair of these facilities or equipment. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates.

D. DCPS intends to accomplish work by minimizing the District’s plans and specifications requirements and maximizing the use of the Contractor’s expertise. Sketches, drawings, and specifications may be included to clarify the work requirements and satisfy the requirements of DCPS Code Enforcement Department and shall be considered to be included in the scope of work. Any work requiring architectural or engineered drawings are excluded from the scope of work. Scope of work refers to a specific project which will be ordered by an individual task order. Award of task orders will be on a fixed price basis. The need for a Task Order can arise from either the Contractor or DCPS Project Manager, but will be approved/authorized by DCPS Project Manager. The scope of work will be identified, reviewed, and jointly agreed upon to include the nature of the work to be performed, the location of the work, and required date of completion.

E. Travel time and / or vehicle charges for service calls shall be the sole responsibility of the Contractor and the Contractor shall bear this cost as part of his base bid proposal and/or hourly rate quotations. Hourly labor rates are for “time on site” only.

F. A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

2. SERVICE REQUIREMENTS RESPONSE REQUIREMENTS: Bidders shall have the capability to provide qualified personnel for service calls on an emergency basis at multiple locations.

A. In the event of an emergency, the awarded contractor shall be located so as to allow a maximum mobilization/site arrival time of ninety (90) minutes from initial notification (based upon dispatch directly to any District School).

B. The awarded contractor shall provide DCPS a 24-hour emergency contact number (telephone, pager, cell phone) and shall acknowledge and verbally respond to an emergency call from DCPS Project Manager within thirty (30) minutes.

C. The emergency service rate shall be 1.5 times the applicable hourly labor rate only for the services required and approved by DCPS Project Manager. Emergency service hours are those outside the normal working hours and holidays as outlined in Section below "ACCESS,"

Bid No. ITB-015-19/LM
D. The awarded contractor shall give first priority services to the District in the event of a hurricane, flood, other natural disaster, or any event identified as an emergency by DCPS.

E. For non-emergency requirements the contractor must respond within 5 days or at the discretion of DCPS.

3. CONTRACTOR LABOR AND GENERAL SUPERVISION: The Contractor shall provide labor and supervision to complete the work. Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with DCPS Project Manager.

A. These general supervision responsibilities apply specifically to personnel in hourly labor rates in Group B7 (2-man crew), B8 (1 Journeymen), and B9 Subcontractors listed in the Bid Tabulation Rate sheet. The cost of general supervision shall be an element of the Contractor's overhead burden in the applicable hourly individual/crew rates and Subcontractor mark-up percentage.

B. WORKING SUPERVISOR DEFINED: The Working Supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, record-keeping and reporting duties. Typical responsibilities of a Working Supervisor shall include, but not be limited to, the following:

- Visits service/construction sites to determine equipment and materials needs and provides this information to DCPS Project Manager.
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications.
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established service/construction safety policies, procedures and regulations;
- Provides technical assistance to crews and DCPS equipment procurement.
- Reviews and resolves project quality, scheduling and progress problems.
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during non-working periods and during emergencies.

Working Supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

C. PERSONNEL CLASSIFICATIONS: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual/crew rates in the Form of Proposal.

1) JOURNEYMAN shall have a minimum of five (5) years of experience.

2) HELPER / APPRENTICE shall have a minimum of one (1) year experience working directly with a Journeymen.

3) WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years' experience, including two (2) years in a supervisory or leadership capacity.

D. CREW DEFINED:

1) Appliance Repairs: A crew shall consist of one (1) Journeyman

2) Installation of Kitchen Appliances: A crew shall consist of one (1) Journeyman and one (1)
4. SPECIFIC TERMS AND CONDITIONS

A. WORK PROPOSALS: Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor's risk.

For each project, contractor shall provide price quotation using the attached "Project Proposal and Material List Forms" (Attachments B and C).

Based on the site examination, contractor shall submit a written work proposal using the Bid Item Rates and detailing 1) the required unit price for the specific equipment to be installed OR 2) personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Project Proposal Form Attachment B), and material costs (as indicated on Material List Form Attachment C). The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by DCPS without prior authorization from DCPS Project Manager.

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between DCPS and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Contractor is responsible for pulling all permits and scheduling applicable inspections with DCPS Code Enforcement Office.

B. PERMITS, FEES, and NOTICES: The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto. Permits are issued by DCPS CODE Enforcement Office.

1) All building inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Enforcement is responsible for permitting and code inspections on all projects administered by DCPS. The costs associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay re-inspection fees and/or fines.
2) All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.

3) The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 3220, via e-mail in accordance with Code Enforcement procedures no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and covered-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.

4) All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

C. OTHER CONTRACTOR REQUIREMENTS

Upon request for DCPS or its representatives, the Contractor will provide the names, addresses, social security number and employment history for those technicians who will be performing DCPS work for verification of experience and for background checking, if necessary.

1) DCPS will require that while on DCPS property that the Contractor's technicians dress in a manner appropriate to the work to be performed. Contractor technicians will perform their work in a courteous and efficient manner.

2) Contractor must provide a visible employee badge, or other means of identification, that must be worn at all times by each technician while on DCPS property. Badging shall be in accordance with paragraph 31. below.

3) The Contractor will secure, pay for, and comply with all permits and certificates that may be required by local, state and federal laws and ordinances.

4) Contractor must provide their workers with transportation, tools, and equipment appropriate to the work to be performed. DCPS will not provide transportation and will not furnish tools and equipment.

D. ACCESS

1) Due to the nature of the food preparation business, access for scheduled work may be restricted to hours when sites are available, dependent upon the scope of work and area to be serviced.

2) Normal school operating hours are Monday thru Friday 7:30 AM to 3:30 PM. Holidays are as determined in the published DCPS Holiday schedule. The contractor will not be allowed to work during the school operating hours and should plan on after-hours work in order to complete the work.

3) Emergency access will be available at all times.

4) The Contractor's personnel must sign in with DCPS staff and all personnel must have visible badges at all times.

E. SCHEDULING OF WORK

1) The Contractor shall perform all work during the scheduled visits. Work at times other than scheduled visits / tasks shall be done only with prior permission and coordination with DCPS authorized representative.
2) The Contractor will make every effort not to undertake any work that entails the powering down of critical equipment during peak activity levels and will closely coordinate that work during peak hours with DCPS.

3) The Contractor shall at all times execute the work in a manner which shall not interfere with the operation and daily routine carried on by the Facility.

4) The Contractor shall agree to any reasonable request by DCPS for scheduling and performance of the work.

F. EQUIPMENT: Each crew shall have a truck and all the customary and necessary hand/power tools and accessories to perform the work of the trade. As part of the performance under this contract, all necessary safety barriers, tape and/or traffic cones shall be provided by the contractor to secure and separate the work area(s).

G. MATERIALS: If requested by DCPS Project Manager, Contractor shall list on the written work proposal, the materials necessary for the completion of the work. At its discretion, DCPS may provide all, or some, of the materials for the proper execution and completion of the project.

H. SAFETY: The Contractor is required to provide a copy of their safety program.

I. CLEANING UP: The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean. DCPS Project Manager shall direct the disposition of all surplus materials.

J. WARRANTY: The contractor shall inspect all equipment purchased (both DCPS and Contractor purchased) and warrant that the equipment is suitable for installation. The contractor shall become responsible for all warranties provided by the manufacturer and any required repairs for the particular type of equipment installed.

The Contractor warrants to DCPS that: (1) the work will conform to the requirements of the contract documents; (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the contract documents.

The contractor shall promptly correct work rejected by DCPS Project Manager as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations, the Contractor shall for a period of one year after project completion, correct work not conforming to the requirements of the contract documents.

Any damages to DCPS property caused by the contractor's personnel while performing work under this contract shall be repaired at the contractor's expense.

K. ACCESS TO EQUIPMENT

The Contractor shall have access to all equipment; however, turning equipment on and off shall be
scheduled with DCPS. Prior to starting any work at the Facility, the Contractor will report to DCPS for authorization.

L. CALL BACK SERVICE

1) Call back service is defined as any service previously provided / completed that is either incomplete or having caused a failure because of either a poor service call or preventative maintenance call as deemed by DCPS.
2) The Contractor shall be responsible for providing call back service as required on a seven (7) days per week, twenty-four (24) hours per day, including holidays.
3) The cost for providing call back services, including adjustments and work normally included under preventative maintenance whether during normal working hours or not shall be at no extra charge.
4) If the Contractor fails to respond to an emergency call within the specified period, DCPS reserves the right for another company to be called in to handle the problem and the cost of this service shall be deducted from the amount normally paid to the Contractor.
5) The Contractor must provide a contact name and telephone and/or pager number where technicians can be reached on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays.

M. ALTERATIONS OR MODIFICATIONS

1) The Contractor must have the approval of DCPS before any modification or alterations are made to any items of the equipment and must be well documented on the service report.
2) A DCPS work order number must be issued prior to any commencement of work.

N. INSPECTION OF SERVICES- QUALITY OF WORK

1) All services (i.e. services performed, material furnished or utilized in the performance of services and workmanship in the performance of services) shall be subject to inspection and test by DCPS at all times and places during the term of the Contract. All inspections by DCPS shall be made in such a manner as not to unduly delay the work.
2) The acceptability of quality shall be consistent with best industry practices, at the discretion of DCPS.

O. REPORTS AND LOGS

1) At the conclusion of each work order the Contractor shall provide a detailed report to DCPS.
2) Each report must include a DCPS work order/Purchase Order number, an Equipment ID and the specific location of where the work was performed.
3) The report shall also include the condition of items installed, repaired, inspected, preventative / routine maintenance work performed and a list of items that are recommended for repair, maintenance or replacement.
4) The service report shall also include sufficient detail and description to identify the exact work completed. General statements on service reports will be unacceptable.
5) Each report shall be signed by a DCPS Facilities staff member or designated representative prior to Contractor leaving the site.
6) One copy of the signed report is to be left with DCPS Facilities staff member or designated representative.
7) The Contractor shall maintain a refrigerant inventory log at each site for each piece of equipment specified in this Contract. The Contractor must note refrigerant use, losses and/or leaks. Explanations of losses, leaks and/or thefts must be documented on this form.
P. PAYMENTS AND INVOICING

2) All invoices are to certify that the work and/or service have been performed to contract specifications. All invoices shall be either computer generated or typewritten.

3) All invoices shall detail the following information. Should the Contractor fail to provide any of this information on the invoice, DCPS may withhold payment until the Contractor amends the invoice.
   a. DCPS Purchase Order or Contract Number
   b. Type of work completed
   c. Date service was completed
   d. Where work was performed
   e. Make, model and Asset ID of equipment/system worked on
   f. DCPS Work Order Number or service request number
   g. Warranty period on work
   h. Name of technician
   i. Material detail list on each invoice (DCPS may request a copy of supplier invoices for parts)
   j. Labor break out

5. CONTRACT BID PRICING STRUCTURE

B. The contract is structured in two (2) Line Item parts for bidding purposes as shown on the Unit Rate Bid Tabulation Form.

1) Line Item A Specific Kitchen Equipment Installation - provides for unit price bids for specific types of equipment installation, which includes all labor, materials and supervision to install the specified piece of equipment. The typical work for installation is outlined in the specific kitchen equipment unit. Additional work beyond the scope as outlined in the unit prices will be priced in accordance with the unit prices in Line Item B. Equipment listed as electric in the specific line items that are actually gas (or vice-versa) when purchased may require added services for installation; however, each project shall be reviewed to determine if the general scope of work is equivalent to the line item price.

2) Line Item B Kitchen Equipment Task Order Hourly Rates - provides the established bid hourly labor rates and materials and subcontractors materials markup rates to be used when additional services are necessary to perform the required services outside the scope of the specific Equipment Line Items installation in Line Item A.

b. Specific Task Orders will be developed using unit cost data for Labor Hourly Rates and Materials with Overhead & Profit markup rates per prices as submitted by the Contractor in the Bid Tabulation Form in the ITB. The Contractor shall prepare proposals for review and approval by the District. The proposals may be verified by the District utilizing other resources as necessary. The Contractor shall notify the District Project Manager, prior to commencement of work if any other work is found that may exceed the Task Order amount. The scope of this provision shall include related construction, maintenance and technical services which supplement and compliment services defined herein.

c. When questions arise concerning the labor hours required for a particular job, labor hour requirements will be based on industry standards or, if not applicable, other estimating sources. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials. The District retains the right to obtain additional quotes. The lowest price will be used and the District Contract Representative shall be the final arbiter on service call costs as well as the distinction between service calls and task orders.
B. The contractor shall provide pricing as outlined in the Unit Rate Bid Tabulation Form in the ITB.

The Unit Rate Bid Tabulation Form-Base Bid unit rates include all costs associated with the specified work in accordance with the project specifications. Unit costs and labor and material rates shall include all costs associated with the work, including but not limited to insurance, overhead and profit, all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.)

For all work, Contractor is responsible for coordinating delivery of equipment and goods receipt (and documentation), as specified by DCPS. This work shall be included in all unit pricing. Some equipment will have DCPS asset identification. Contractor shall take care not to damage or otherwise dispose of this identification.

C. **LINE ITEM A** – Specific Kitchen Equipment Installation- Contractor shall insert unit price installation cost in Unit Rate Bid Tabulation Form for all labor and materials costs associated with installation requirements as outlined in Section 6. below. The type of equipment and installation in Section 6. is typical and may not reflect the actual manufacturer model or picture shown. Minor adjustments for installation shall be included in the unit price installation costs and not be considered additional services.

D. **LINE ITEM B.** – Kitchen Equipment Task Order Hourly Rates - Provide labor, materials, and subcontractor work necessary to complete miscellaneous related work for additional work not described in the installation requirements for equipment described in Section 6. OR for other equipment not described in Section 6. Labor costs will be reimbursed for workers and Journeyman Supervisors directly employed by the contractor to perform or supervise work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

For hourly rates and materials- the contractor will prepare his price proposal and compare this price against recognized industry costing standards. The recognized standard for this estimating will be the RS Means Facilities Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, FL area or other information as provided by the Contractor and approved by the District. The District reserves the right to use other standard industry means for estimating.

Costs of subcontractors and materials for work completed on a time and materials basis shall include the cost of additional materials incorporated or consumed by actual work multiplied by the overhead and profit multiplier (for example an 8% OHP mark-up.) This multiplier does not apply to materials incorporated or consumed under the unit rates in Line Item A.

For subcontractor work, the contractor shall seek competitive proposals from multiple (at least three) competent sources and provide DCPS with a minimum of two final price proposals which establish that the proposed price for this work is fair and reasonable.

1) **Hourly Rates** the Contractor will submit with his Bid Tabulation Form an amount for hourly rates for each class of employee to be used in the performance of each type of work covered under this Contract. These rates will be shown in the ITB Unit Rate Bid Tabulation Form. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates. All rates shall be shown as outlined in the ITB Unit Rate Bid Tabulation Form.

2) **Materials and Subcontractor Mark-Up Percentage**

The Contractor will submit with his Bid Tabulation Form a percentage amount for Materials and Subcontractor work Overhead & Profit mark-up rates for work covered under this Contract. All materials and subcontract work will be marked up in accordance with the mark-up rate as shown in the ITB Unit Rate Bid Tabulation Form. FOB point shall be school destination with freight prepaid, including all other applicable charges to show total landed cost.

Bid No. ITB-015-19/LM
An estimated number of labor hours, materials, and subcontractor costs have been included in the Unit Rate Bid Tabulation Form for bidding purposes only and is not a guarantee of actual number of labor and materials to be requested by the District. The District may exceed the estimated annual contract values in the Bid Tabulation Sheet for each line item without any adjustments in unit prices.

3) **Other stipulations include:**

1) DCPS reserves the right to request and review supporting documentation for all material and labor for each specific Task Order. Costs may be adjusted accordingly.
2) Specific Task Orders may be modified and/or ordered by DCPS Project Manager in emergency situations. Adjustments to costs may be made if warranted and approved by the District Project Manager.
3) Oral instructions due to emergencies shall be confirmed in writing within two working days.
4) The Contractors estimate for task order work shall be all inclusive.
5) DCPS Executive Director, Facilities Design and Construction or DCPS project manager representative shall be the final word on all contract discrepancies. The Contractor is hereby put on notice that in the event a District employee other than DCPS Project Manager directs a change in the work to be performed or increases the Scope, the Contractors is responsible to make inquiry to DCPS Project Manager before making the deviation.
6) Specific Task Order work shall not commence until approved by DCPS Project Manager.
7) The District reserves the right to perform any specific Task Order item by other means if necessary.

6. **SPECIFIC TYPES OF KITCHEN EQUIPMENT TO BE INSTALLED /SCOPE OF WORK**

Provide kitchen equipment installation price based on proposed unit installation rates. Unit installation prices shall include the following work:

i. Reviewing specific equipment type to be ordered including type of service required for that piece of equipment (gas, electric, water, drainage)

ii. Visiting the jobsite to ascertain proposed location of new equipment, location and type of existing utilities, and providing written response to DCPS representative on compatibility of that equipment and existing utilities in the proposed location along with any other required work to insure proper, safe installation.

iii. Provide recommendation on any specific modifications required in order to install the equipment correctly.

iv. Receiving, verifying, and securing delivered equipment and accessories at each school from Direct Purchase Contractors, and removal and preparation of the existing equipment for shipment back to DCPS warehouse. Pickup and shipment of old equipment shall be the responsibility of DCPS unless otherwise agreed upon by DCPS and Contractor. Kitchen equipment shall be installed within 5 working days after equipment delivery and receipt of DCPS purchase order number.

**NOTE:** Equipment pictures noted below are general representation. Actual equipment ordered may not be similar size or types.
1. **Full-Sized Duel Stacked Natural Gas (OR EQUIVALENT), 120 volts Convection Oven (Direct purchase by DCPS).** Convection Oven, gas, double-deck, standard depth, solid state manual controls, 2-speed fans, (5) racks & (11) positions, interior light, simultaneous operated doors with glass, s/s front, sides & top, 6" s/s legs, flue connector, 55,000 BTU each, CSA, NSF, CE, EnergyStar®. (2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, std.

- Remove existing natural gas, 120 volts oven and place at secure area in kitchen
- Uncrate and stack new ovens
- Replace quick disconnect hose (Direct purchase by DCPS)
- Manifold new ovens
- Install posi-sets (Direct purchase by DCPS)
- QC to determine oven is operational
- Installation Cost: $

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

2. **Pro Series Type Range (OR EQUIVALENT), natural gas, 24" with (4) 33,000 BTU open burners, with cast iron top & ring grates, storage base, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6" s/s legs with adjustable feet, 120 volts range with casters. (Direct purchase by DCPS).**

- Remove existing natural gas range and place at secure area in kitchen
- Uncrate and install range with casters under existing fire suppression system. (Direct purchase by DCPS).
- Install 48" quick disconnect hose. (Direct purchase by DCPS).
- Install posi-sets. (Direct purchase by DCPS).
- Quality Control to determine range is operational
- Installation Cost: $

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
3. **Ice Machine Head with Bin (OR EQUIVALENT) (Direct purchase by DCPS)**

Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 575-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 7.6 amps

Ice Bin, top-hinged front-opening door, approximately 360-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted legs included, protected w/HoshiGuard antimicrobial agent.

- Remove existing ice machine and place at secure area in kitchen.
- Uncrate and stack new ice machine
- Plug machine into power source
- Install drain lines to kitchen drain line
- Install filtration system. (Direct purchase by DCPS)
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

4. **Double Steamer, Convection Counter Top (or Equivalent) (Direct Purchase by DCPS)**

Two (2) Single Compartment Convection Steamer, electric, holds (6) 12” x 20” x 2-1/2” deep pans each compartment, vacuum cooking, manual mechanical timer controls, includes stainless steel support stand with casters, NO water or drain connections required, 6kw, 208/60/1ph, 5’cord & NEMA L6-30P plug. Support Stand, for double stacked units (shown below), standard mounting height: 15” lowest unit height, stainless steel, w/5” casters, standard.

- Remove existing electric Steamer and place at secure area in kitchen
- Uncrate and stack new Steamer
- Verify voltage and plug machine into power source
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $________

(Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
5. Mobile Cold Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 120 volts, 15 amps, single phase plug-in unit with 6-ft cord. Stainless steel pans, self-contained condensing unit with thermostat; stainless steel canopy and plexiglass sneeze guard with 115 V fluorescent lights.
   - Remove existing cold serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit including sneeze guards
   - Verify voltage and plug machine into power source
   - Install drain lines to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $_____
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

![Mobile Cold Serving Unit](image)

6. Mobile Hot Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 5.1 kW, 24.5 Amps, 208V, single phase plug-in unit. Pre-wired single thermostat control with pilot light, 6-ft cord.
   - Remove existing hot serving unit and place at secure area in kitchen for pickup
   - Uncrate and assemble new Unit, including sneeze guards
   - Verify voltage and plug machine into power source
   - Install unit drain to existing kitchen drain line
   - Remove plastic laminate, start-up unit, provide quality control and leave fully operational
   - Installation Cost: $_____
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

![Mobile Hot Serving Unit](image)

7. TURBOCHEF OVEN- Conveyor Bake Model No. HHC2620 (OR EQUIVALENT) (Direct Purchase by DCPS)
   208/240v/50/60/3-ph, 40.0amps, 6-foot cord (nominal), NEMA 15-50P,
   - Uncrate new Oven and assemble new unit
   - Verify voltage and plug machine into power source
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $_____
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
8. **COOK-TEK COUNTERTOP DOUBLE BURNER INDUCTION COOKTOP (OR EQUIVALENT)**
(Direct Purchase by DCPS)
208/240v/50/60/1-ph, 32 amps, 6-foot cord (nominal), NEMA 6-50P or NEMA 6-30P

- Remove existing cooking appliance and place at secure area in kitchen
- Uncrate and install new Induction Cooktop
- Verify voltage and plug machine into power source
- Start-up unit, provide quality control and leave fully operational
- Installation Cost: $____________

(Insert this value in **UNIT RATE BID TABULATION FORM – BASE BID**)
ATTACHMENT B
PROJECT PROPOSAL

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>PROPOSAL #</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>CONTACT:</td>
</tr>
<tr>
<td>PHONE/FAX:</td>
<td>PROPOSAL VALID FOR ( ) DAYS</td>
</tr>
</tbody>
</table>

PROPOSAL SUBMITTED TO:
PROJECT NAME:
PROJECT LOCATION:
SCOPE OF WORK:

Contractor ESTIMATE

<table>
<thead>
<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th># HOURS</th>
<th>HOURLY RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Comments:

Contractor hereby proposes to furnish labor – complete in accordance with Bid ITB-015-19/LM and the above specifications for the following amount as indicated:

Select Contract Type:
- [ ] FIRM FIXED-PRICE
- [X] AMOUNT NOT TO EXCEED

<table>
<thead>
<tr>
<th>Labor:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material:</td>
<td>$</td>
</tr>
<tr>
<td>Total Proposed Cost:</td>
<td>$</td>
</tr>
</tbody>
</table>

TIME FOR COMPLETION: This work shall commence on ___________ and be completed by ___________. All work to be completed in workmanlike manner according to standard practices. DCPS Project Manager shall approve any alteration or deviation from above specifications involving extra charge prior to commencement of work.

AUTHORIZED SIGNATURE: ___________________________ DATE: ___________

ACCEPTANCE OF PROPOSAL BY DUVAL COUNTY SCHOOL DISTRICT
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

AUTHORIZED SIGNATURE: ___________________________ DATE: ___________
ATTACHMENT C
MATERIALS and SUBCONTRACT WORK LIST

MATERIALS LIST

Contractor hereby proposes to furnish materials and subcontractor work — complete in accordance with Bid ITB-015-19/LM

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NAME:</td>
</tr>
<tr>
<td>PROJECT LOCATION:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td>16</td>
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<td></td>
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<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor hereby proposes to provide materials, in accordance with the above specifications, for the following amount as indicated:

TOTAL: $__________________
EXHIBIT 3  
Tech X Services, LLC

Bid No. ITB-015-19/LM

For the purpose of evaluation, this form will be interpreted as follows:

Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

AWARD: Will be awarded all-or-none. The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. All items must be bid (failure to bid on all line items will be considered non-responsive). Four (4) of the Six (6) awarded vendors of this contract shall be a certified Small Business Enterprise (SBE) or Minority/Women Business Enterprise (MWBE), as defined in SC#4 below. If an SBE or MWBE is not four of the six lowest qualified respondents, then it will be awarded to 4 of the lowest qualified SBE/MWBE. If there is not a qualified SBE or MWBE it will be awarded to the lowest qualified non-SBE or MWBE. This will result in an approved vendor list with zero committed volume.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITIES</th>
<th>X</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>INSTALLATION OF SPECIFIC TYPES OF KITCHEN EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Install Full-Sized Dual Stacked Natural Gas, 120 volts Convection Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>450.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>2</td>
<td>Install Pro Series Restaurant Range, natural gas, 24&quot; (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>325.00</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>3</td>
<td>Install Ice Machine Head with Bin (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>575.00</td>
<td>$2,875.00</td>
</tr>
<tr>
<td>4</td>
<td>Install Dual Convection Countertop Steamer (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>375.00</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>5</td>
<td>Install Mobile Hot Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>350.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>6</td>
<td>Install Mobile Cold Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>350.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>7</td>
<td>Install Turbochef Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>325.00</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>8</td>
<td>Install Countertop Induction Cooktop (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td>298.00</td>
<td>$1,490.00</td>
</tr>
<tr>
<td>B</td>
<td>KITCHEN EQUIPMENT AND HOOD SYSTEM TASK ORDER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HOURS RATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hourly rate for services to include, but not be limited to: repairs, maintenance, associated demolition of existing and installation of new kitchen appliances, equipment, utility serving line units, refrigerators and freezers, including walk-in types, exhaust fans, refrigeration condensing units and fans, and kitchen hood systems. Units are of various size, capacity and manufacturers and other general kitchen equipment applications as appropriate.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>NOTE: Hourly rates shall include general supervision, travel, fuel, Freon, and incidental materials. **Certified Mechanical Contractor, General Contractor, Class A, or B License, and **Environmental Protection (EPA) and Liquid Petroleum (LP) certifications required.</td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>ONE TWO (2) MAN CREW- (1) Journeyman and (1) Apprentice or (1) Helper.</td>
<td>Hours</td>
<td>400</td>
<td>X</td>
<td>123.00</td>
<td>$49,200.00</td>
</tr>
<tr>
<td>10</td>
<td>ONE (1) JOURNEYMAN (Qualifications as per specifications) Hours</td>
<td>400</td>
<td>X</td>
<td>82.00</td>
<td>$32,800.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Mark-up on Materials &amp; Subcontractors (Includes contractor's general supervision of subcontractors as part of the mark-up)</td>
<td>Mark-up multiplier (%)</td>
<td>$10,000</td>
<td>X</td>
<td>15 (%)</td>
<td>$11,500.00</td>
</tr>
</tbody>
</table>

TOTAL BASE BID PRICE

$108,740.00

TOTAL YEARS OF EXPERIENCE IN FLORIDA

29 years

Bid Form 1 of 1

Bid No. ITB-015-19/LM
April 8, 2019, Regular Board Meeting

Title

Recommendation
That the Duval County School Board approve the Contract Labor - Kitchen Equipment, ITB-015-2019/LM contract award to the following list of contractors. These contract agreements will have an initial period of one year with an option to renew for three additional one-year periods.

Aptitude Associates, INC
Quantum Mechanical, LLC
Shifting Gears, LLC
Tech X Services, LLC

That the Duval County School Board authorize the Chairman or Vice Chairman and the Superintendent of Schools to execute the contract agreements when form approved by the Office of General Counsel.

That authority be delegated to the Superintendent to renew the contract agreements for subsequent years when form approved by the Office of General Counsel, provided terms and conditions are the same and subject to the availability of funds.

Description
This contract is to perform various kitchen equipment services that include kitchen refrigerator and freezer, gas, steam, electric and kitchen hood equipment new installation, repairs, and maintenance in facilities districtwide on an annual contract basis. These firms will be responsible for providing continuing annual services for assigned projects as required for kitchen equipment installation, repairs, and maintenance on as needed basis.

Purchasing opened bids on December 20, 2018.

This bid has been reviewed by the Office of Economic Opportunity and found to be in compliance with the Duval County School Board Office of Economic Opportunity requirements.

Gap Analysis
The district requires this contract to perform multi-disciplinary trade work to install various types of kitchen equipment.

Previous Outcomes
Performance by contractors on the contract that fulfilled district requirements.
Expected Outcomes
Award and successful performance on this new contract.

Strategic Plan Goal
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes

Financial Impact
The planned funding source will be Food Service Department Equipment funds. Funds will be allocated on a job specific basis. The estimated expenditure for the first contract year is $1.5M based on the volume of walk-in cooler/freezers that are reaching end of useful life and require replacement.

Contact
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

Attachments
1. ITB-015-19 LM Contract Labor Kitchen Eqpt-Aptitude Associates Inc v April
2. ITB-015-19 LM Contract Labor Kitchen Eqpt-Shifting Gears LLC v April
3. ITB-015-19 LM Contract Labor Kitchen Eqpt-Tech X Services LLC v April
4. ITB-015-19 LM Contract Labor Kitchen Eqpt-Quantum Mechanical v April
# Contract Submission Form

<table>
<thead>
<tr>
<th>Contact Information</th>
<th>(Please Fill In)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>District Personnel</strong></td>
<td></td>
</tr>
<tr>
<td>Contact Name (Person Overseeing the Contract)</td>
<td>Alonza Anderson</td>
</tr>
<tr>
<td>Contact Telephone Number</td>
<td>904-982-3837(cell)</td>
</tr>
<tr>
<td>Contact Department</td>
<td>Facilities Design and Construction/Food Service</td>
</tr>
<tr>
<td><strong>Vendor's Information</strong></td>
<td></td>
</tr>
<tr>
<td>Vendor's Name</td>
<td>Tech X Services, LLC</td>
</tr>
<tr>
<td>Vendor's Contact Person</td>
<td>Tina L. Sealey</td>
</tr>
<tr>
<td>Vendor's Telephone Number</td>
<td>904-356-9333</td>
</tr>
</tbody>
</table>
| Vendor's Address / Email | PO Box 60189/Jacksonville, FL 32236  
Tina.Sealey@techxservice.com |
| Prior Relationship with Vendor/Contractor | Renewal  Extension  Amendment  New X |
| Prior DCSB Attorney assigned, if known |                  |

## CONTRACT SUBMISSION PROCESS

1. Attach vendor's WORD version of the contract to this form;
2. Attach signed Purpose Form or Agenda Item (see below) to this form;
3. E-mail an electronic version in MS Word format to Lorena Fuentez, along with;
4. By your submission of this form, you certify that you have created a "purchase requisition" through the SAP 02 level release utilization the funding source identified below.

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Individual projects funded as needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due date of services (interim tasks and due dates)</td>
<td>Award - March 5, 2019</td>
</tr>
<tr>
<td>Funding Source</td>
<td>Federal Food Service Funds</td>
</tr>
<tr>
<td>Payment Schedule (Are the payments made monthly, when task is finished, etc.)</td>
<td>Monthly payments associated with individual projects assigned</td>
</tr>
<tr>
<td>Location of services (school, off site facility, etc.)</td>
<td>Various</td>
</tr>
</tbody>
</table>

### Contract Under $100,000

<table>
<thead>
<tr>
<th>Purpose Page Required</th>
<th>YES ___ No ___ X___ (If &quot;No&quot;, Board approval required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy 7.41 (no board signature required)</td>
<td></td>
</tr>
</tbody>
</table>

### Contract Over $100,000

<table>
<thead>
<tr>
<th>Date on Board Agenda</th>
<th>March 5, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature (electronic is okay)</td>
<td>YES_______ NO______</td>
</tr>
</tbody>
</table>

Alonza Anderson
April 8, 2019, Regular Board Meeting

Title

Recommendation
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2. ITB-015-19 LM Contract Labor Kitchen Eqpt-Shifting Gears LLC v April
3. ITB-015-19 LM Contract Labor Kitchen Eqpt-Tech X Services LLC v April
4. ITB-015-19 LM Contract Labor Kitchen Eqpt-Quantum Mechanical v April
# BID TABULATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>INSTALLATION OF SPECIFIC TYPES OF KITCHEN EQUIPMENT</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>INSTALL FULL-SIZED DUAL STACKED NATURAL GAS, 120 VOLTS CONVECTION OVEN</td>
<td>5</td>
<td>EACH</td>
<td>$175.00</td>
<td>$875.00</td>
<td>$800.00</td>
<td>$4,000.00</td>
<td>$200.00</td>
<td>$1,000.00</td>
<td>$450.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>2</td>
<td>INSTALL PRO SERIES RESTAURANT RANGE, NATURAL GAS, 24&quot; (DIRECT PURCHASE BY DCPS)</td>
<td>5</td>
<td>EACH</td>
<td>$175.00</td>
<td>$875.00</td>
<td>$800.00</td>
<td>$4,000.00</td>
<td>$200.00</td>
<td>$1,000.00</td>
<td>$325.00</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>3</td>
<td>INSTALL ICE MACHINE HEAD WITH BIN (DIRECT PURCHASE BY DCPS)</td>
<td>5</td>
<td>EACH</td>
<td>$175.00</td>
<td>$875.00</td>
<td>$600.00</td>
<td>$3,000.00</td>
<td>$200.00</td>
<td>$1,000.00</td>
<td>$575.00</td>
<td>$2,875.00</td>
</tr>
<tr>
<td>4</td>
<td>INSTALL DUAL CONVECTION COUNTERTOP STEAMER (DIRECT PURCHASE BY DCPC)</td>
<td>5</td>
<td>EACH</td>
<td>$175.00</td>
<td>$875.00</td>
<td>$800.00</td>
<td>$4,000.00</td>
<td>$200.00</td>
<td>$1,000.00</td>
<td>$375.00</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>5</td>
<td>INSTALL MOBILE HOT BAR UNIT (DIRECT PURCHASE BY DCPS)</td>
<td>5</td>
<td>EACH</td>
<td>$100.00</td>
<td>$500.00</td>
<td>$600.00</td>
<td>$3,000.00</td>
<td>$200.00</td>
<td>$1,000.00</td>
<td>$350.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>6</td>
<td>INSTALL MOBILE COLD BAR UNIT (DIRECT PURCHASE BY DCPS)</td>
<td>5</td>
<td>EACH</td>
<td>$100.00</td>
<td>$500.00</td>
<td>$600.00</td>
<td>$3,000.00</td>
<td>$200.00</td>
<td>$1,000.00</td>
<td>$350.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>7</td>
<td>INSTALL TURBOCHEF OVEN (DIRECT PURCHASE BY DCPS)</td>
<td>5</td>
<td>EACH</td>
<td>$100.00</td>
<td>$500.00</td>
<td>$600.00</td>
<td>$3,000.00</td>
<td>$250.00</td>
<td>$1,250.00</td>
<td>$325.00</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>8</td>
<td>INSTALL COUNTERTOP INDUCTION COOKTOP (DIRECT PURCHASE BY DCPS)</td>
<td>5</td>
<td>EACH</td>
<td>$100.00</td>
<td>$500.00</td>
<td>$260.00</td>
<td>$1,300.00</td>
<td>$100.00</td>
<td>$500.00</td>
<td>$298.00</td>
<td>$1,490.00</td>
</tr>
<tr>
<td>B</td>
<td>KITCHEN EQUIPMENT AND HOOD SYSTEM ORDER Hourly Rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>ONE (1) JOURNEYMAN AND (1) APPRENTICE OR (1) HELPER</td>
<td>400</td>
<td>HOURS</td>
<td>$72.00</td>
<td>$28,800.00</td>
<td>$100.00</td>
<td>$40,000.00</td>
<td>$90.00</td>
<td>$36,000.00</td>
<td>$123.00</td>
<td>$49,200.00</td>
</tr>
<tr>
<td>10</td>
<td>ONE (1) JOURNEYMAN (QUALIFICATIONS AS PER SPECIFICATIONS</td>
<td>400</td>
<td>HOURS</td>
<td>$48.00</td>
<td>$19,200.00</td>
<td>$65.00</td>
<td>$26,000.00</td>
<td>$65.00</td>
<td>$26,000.00</td>
<td>$82.00</td>
<td>$32,800.00</td>
</tr>
<tr>
<td>11</td>
<td>MARK-UP IN MATERIALS &amp; SUBCONTRACTORS (INCLUDES CONTRACTOR'S GENERAL SUPERVISION OF SUBCONTRACTORS AS PART OF THE MARK-UP)</td>
<td>100</td>
<td>MARK-UP MULTIPLIER (%)</td>
<td>$10,000.00</td>
<td>8%</td>
<td>$800.00</td>
<td>25%</td>
<td>$2,500.00</td>
<td>12%</td>
<td>$1,200.00</td>
<td>15%</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID PRICE**

<table>
<thead>
<tr>
<th>APTITUDE ASSOCIATES INC</th>
<th>QUANTUM MECHANICAL LLC</th>
<th>SHIFTING GEARS LLC</th>
<th>TECH X SERVICES LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>$54,300.00</td>
<td>$93,800.00</td>
<td>$70,950.00</td>
<td>$98,740.00</td>
</tr>
</tbody>
</table>

**TOTAL YEARS OF WXPREIENCE IN FLORIDA**

<table>
<thead>
<tr>
<th>APTITUDE ASSOCIATES INC</th>
<th>QUANTUM MECHANICAL LLC</th>
<th>SHIFTING GEARS LLC</th>
<th>TECH X SERVICES LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>13</td>
<td>12</td>
<td>29</td>
</tr>
</tbody>
</table>

Prepared by: C. WISE
Verified by: L. MITCHUM
Date: 12/21/18
Award =
INVITATION TO BID

www.duvalschools.org/purchasing

Buyer: Louis Mitchum

Bid Number: ITB-015-19/LM

Bid Title: CONTRACT LABOR-Kitchen Equipment

Term of Bid: From date of award through December 31, 2019 with renewal options.

Opening: Thursday, December 20th 2018 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will not be opened or considered for award.

Submit Bid To: DCPS Purchasing Services / 1701 Prudential Drive, Suite 322 / Jacksonville FL 32207

Special Requirements: See Special Condition #4, (Office of Economic Opportunity)

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: ____________________________________________________________

Mailing Address: _________________________________________________________________

City, State, Zip Code: ____________________________________________________________

Telephone: ________________ Toll Free: ________________ Fax: ________________

Email Address: __________________________ Internet URL: ___________________________

Federal ID # or SS #: __________________ Duns #: __________________________

If you are a certified minority, state certifying agency: ________________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ or ACH _____ (see Special Condition #39)

Delivery can be made within _________ calendar days after receipt of order.

Addenda _____ through _______ received. (if applicable)

Original Manual Signature of Authorized Representative: ______________________________________

Printed/Typed Name of Authorized Representative: ______________________________________

Title: ___________________________ Date: ___________________________
1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-0019986912C.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:
   a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.
   b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein.

If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: All discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.

GENERAL CONDITIONS
The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. At least 4 of the awarded contractors must be certified as Small Business Enterprise (SBE) and/or Minority/Women Business Enterprise (M/WBE) with Duval County Public Schools.

Under the provisions of Board Rule on the SMALL/MICRO BUSINESS ENTERPRISE PROGRAM AND MINORITY/WOMEN BUSINESS ENTERPRISE CERTIFICATION, if multiple vendors are awarded, 2 out of 3 will be awarded to a qualified certified vendor.

Before bid opening, vendors responding to this bid under the OEO goal, must be certified as a Small Business Enterprise and/or Minority/Women Business Enterprise, prior to bid opening.

Any party desiring additional information concerning participation on this bid should contact:

Beth Casey, Supervisor
Office of Economic Opportunity
(904) 858-4860
trameib@duvalschools.org

or
Office of Economic Opportunity
1701 Prudential Drive, Suite 322
(904) 858-1480/ (904) 858-4868 fax

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

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

_______________________________
Signature

_______________________________
Company Name

_______________________________
Name of Official (Type or print)

_______________________________
Business Address

_______________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

_______________________________
Signature

_______________________________
Company Name

_______________________________
Print Name of Certifying Official

_______________________________
Business Address

_______________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. Late bids are not considered and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Pricing read during bid opening, is for informational purposes only. Prices will be verified during the bid evaluation process. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made. www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 1701 Prudential Drive, Suite 322, Jacksonville, FL 32207. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed 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 and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR’S SIGNATURE/DATE

_________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ITB-015-19/LM

Organization Name

PR/Award or Project Name

Name

Title

Signature

Date

Lower Tier Debarment Certification (Computer generated facsimile, Version 2, 6/98)
1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
Bid No. ITB-015-19/LM

CONTRACT LABOR- KITCHEN EQUIPMENT
Opening Date: December 20th, 2018

NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Name of Firm: ____________________________
Signature and Title: ________________________
Street Address or P.O. Box: _____________________
City, State, Zip Code: _________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to select prospective contractor(s) to perform various kitchen equipment repairs and installations. Services shall include kitchen refrigerator and freezer, gas, steam, electric and kitchen hood equipment repairs, maintenance and new installation in facilities districtwide on an annual contract basis, from date of award through December 31, 2019.

2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools (DCPS), contract may be renewed at anniversary date for three (3) additional one year periods, subject to the same provisions, terms, conditions, specifications and prices as originally awarded.

3. **AWARD:** Will be awarded all-or-none. The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. All items must be bid (failure to bid on all line items will be considered non-responsive). Four (4) of the Six (6) awarded vendors of this contract shall be a certified Small Business Enterprise (SBE) or Minority/Women Business Enterprise (M/WBE), as defined in SC#4 below. If an SBE or M/WBE is not four of the six lowest qualified respondents, then it will be awarded to 4 of the lowest qualified SBE/W/WBE. If there is not a qualified SBE or W/WBE it will be awarded to the lowest qualified non-SBE or W/WBE. This will result in an approved vendor list with zero committed volume.

   **Vendor Project Assignment:** For each project, the District may request a detailed cost proposal from the vendor in accordance with SC 21. The District reserves the right to solicit written quotes from multiple awarded vendors of this contract. The District may solicit at least three (3) quotes for installation only for orders that anticipated to be more than $10,000 and the District may solicit at least three (3) quotes for equipment furnish and installation orders that are anticipated to be more than $50,000.

   A vendor may elect to pass on a job. The number of jobs accepted/declined will have no bearing on the job performance rating.

   **Note:** the owner that qualifies the company for SBE or M/WBE status must hold the professional license if one is required.

   **For purposes of evaluation, this form will be interpreted as follows:**
   **Unit price:** Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

   **Failure to respond as requested may result in rejection of item(s) as non-responsive.**

4. **Office of Economic Opportunity:** Vendors are requested to submit proof of certification with their bid. Vendors who are not certified as a Small Business Enterprise and/or a Minority/Women Business Enterprise with Duval County Public Schools prior to bid opening, will not be considered for the OEO multiple award requirement

5. **PRICING:** Pricing shall be all inclusive. The awarded contractor will be responsible for supplying all labor and materials required to perform the job as specified in this bid.

   **Escalation Provision:** At each renewal of the contract, DCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the Consumer Price Index (CPI) request. The contractor must request the increase in writing prior to the renewal of the contract.
6. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about **January 15th, 2018** and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

7. **BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

**Tie bids are decided by tie breaking procedures outlined in purchasing policy.**

8. **PURCHASES:** Award does not constitute an order. Before any shipments can be made, the vendor must receive a School District Purchase Order, an internal account’s Purchase Order or a Procurement Card Authorization.

9. **QUESTIONS:** Any questions and/or request for additional information should be directed to Louis Mitchum, in Purchasing Services, via email at mitchuml@duvalschools.org placing this bid number (ITB-015-19/LM) in the subject header. Deadline for questions shall be 12 noon. EDT on **December 10th, 2018**. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

9. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents’ bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT’S existing contract(s) for the materials or services addressed in this ITB.

10. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

11. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer’s standard packaging is different than the quantity listed, it shall be
the vendor’s responsibility to convert the bid price to the requested unit of measure. Bids received for items that have not been converted to the requested units of measure shall be considered non-responsive. Additionally, bidders must indicate the units of measure they are able to supply.

12. **EXPENDITURES:** Are based on projected budget and estimated usage. No firm statement of quantity, totally or individually, can be made. This estimate is for information only and does not bind the Duval County School Board to make any purchases for items quoted. Estimated expenditures are based on current usage.

13. **SPECIFICATION ERRORS:** In the event of a discrepancy between specifications and the make/model listed for an item or items, specifications shall take precedence for the purposes of the bid.

14. **EXECUTION OF THE WORK:** Time is of the essence in fulfillment of the required services. The contractor shall complete all work within the schedule established by the Project Manager. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause to terminate the contract.

15. **CONTRACTOR GENERAL SUPERVISION:** Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with DCPS Project Manager.

16. **CONTRACTOR QUALIFICATIONS:** Contractor warrants and represents itself to be experienced and an expert in the service contemplated. Contractor further understands that in awarding the Bid, the DCPS is relying upon the representations and warranties of the contractor herein contained.

**Contractor Professional Experience**

Contractors must provide the following information in their bid for review by DCPS. **Bids received without this information shall be considered non-responsive.**

A. Indicate total years of company experience in Florida.

B. All bidders are required to be certified with one of the following licenses: Mechanical Contractor; Air Condition Contractor A or Air Condition Contractor B or Certified General Contractor, insured in the State of Florida. **Respondents are required to accompany with their bid a current copy of their license.**

Awarded vendor must maintain current license and certifications throughout the course of this contract. **Licenses will be verified on MyFlorida.com**

17. **WORKING SUPERVISOR DEFINED:** The Working Supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor’s personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, record-keeping and reporting duties.

Typical responsibilities of a Working Supervisor shall include, but not be limited to, the following:

Visits construction sites to determine equipment and materials needs and provides this information to DCPS Project Manager;
Evaluates progress of work for completeness, accuracy and conformance with standards schematic diagrams and/or other specifications;
Prepares and approves work proposals, time cards and work schedules;
Implements and monitors established construction safety policies, procedures and regulations;
Provides technical assistance to crews in the area of specialty;
Reviews and resolves project quality, scheduling and progress problems; Determines when projects are ready for final inspection;
Ensures projects are secured, safe, and provides a minimum of inconvenience during non-working periods and during emergencies;

Working Supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

18. PERSONNEL: All Contractor personnel providing services to the district under the terms of this contract shall be full-time, permanent employees of the contracted company only, unless express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by DCPS Project Manager.

Note: For those trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman and Apprentice standards.

19. CLEAN UP: The contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, shall remove all waste materials and rubbish from and about the work site as well as tools, equipment, machinery and surplus materials. Use of school dumpsters is not permitted for disposal of contractor material. If the contractor fails to clean up at the completion of the work, DCPS may do so and the cost shall be charged to the contractor. Any costs caused by defective or ill-timed work shall be borne by the contractor. All damage to fences, structures, sod, or other property will be promptly repaired at the contractor's expense.

20. PERSONNEL CONDUCT AND IDENTIFICATION: All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.

Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

21. WORK PROPOSALS: Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor's risk.

Based on the site examination, contractor shall submit a written work proposal detailing the required personnel, and the number of hours (as indicated on the Project Proposal Form). The proposal shall be "firm fixed-price" amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

For each project, contractor shall provide price quotation using the attached “Project Proposal” and “Material List” forms (Attachments A and B).

The Contractor will perform the work authorized in accordance with the price proposed, regardless of
the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the School Board and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Contractor is responsible for pulling all permits (if required) and scheduling applicable inspections with DCPS Code Enforcement Office. All material is guaranteed to be as specified. Contractor warrants to DCPS that materials furnished will be new and of good quality unless otherwise required or permitted by DCPS Project Manager. Any alteration or deviation from above specifications involving extra costs shall be approved by DCPS Project Manager prior to delivery of materials.

**Contractor is responsible for pulling all permits and scheduling applicable inspections with DCPS Code Enforcement Office.**

22. **PURCHASE ORDERS:** Work will be authorized via official DCPS Purchase Orders. Purchase Orders issued pursuant to the pending contract will include only the square footage rates noted on the bid proposal form.

23. **INVOICING:** The contractor will be required to submit invoices and reference Purchase Order numbers on all request for payment. All statements must reference valid Purchase Order numbers. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified and/or approved by DCPS Project Manager. Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required. Invoices for labor and material work performed shall be submitted with the appropriate hourly rates (as indicated on the bid proposal form) multiplied by the actual number of hours worked or for the agreed firm fixed-price amount.

The normal terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor’s invoice.

24. **EQUIPMENT:** Each crew shall have appropriate vehicles and all the customary and necessary hand/power tools and accessories to perform the work of the trade. As part of the performance under this contract, all necessary safety barriers, tape and/or traffic cones shall be provided by the contractor to secure and separate the work area(s).

25. **EQUIPMENT RENTAL:** If an assigned job requires the rental of special equipment, tools, mechanical devices or material beyond that which is described in this ITB, the DCPS contract manager will approve prior to rental in writing. This written authorization must be submitted with proposal and invoice. The cost of such items will be reimbursed based on the contractor’s actual expense only. Copies of rental invoices will be required and no overhead and profits may be applied.

26. **MATERIALS:** Contractor shall list on the Material list, the materials necessary for the completion of the work and submit with proposal form on each job. At its discretion, DCPS may provide all, or some, of the materials for the proper execution and completion of the project.

27. **WARRANTY:** The Contractor warrants to DCPS that: (1) the work will conform to the requirements of the contract documents (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the contract documents.

The contractor shall promptly correct work rejected by DCPS Project Manager as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work.

In addition to the Contractor’s other obligations, the Contractor shall for a period of one year after project completion, correct work not conforming to the requirements of the contract documents.
Any damages to DCPS property caused by the contractor's personnel while performing work under this contract shall be repaired at the contractor's expense.

The contractor shall inspect all equipment purchased (both DCPS and Contractor purchased) and warrant that the equipment is suitable for installation. The contractor shall become responsible for all warranties provided by the manufacturer and any required repairs for the particular type of equipment installed.

28. **FAMILIARITY WITH SITES:** Each Bidder is encouraged, prior to submitting his bid, to examine the sites to determine the extent of the work involved and the conditions under which the fence installation will be executed. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all site conditions. The failure to familiarize himself with the sites shall in no way relieve him from any obligations with respect to his bid.

29. **LABOR AND MATERIAL:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work. Note: This includes dumpsters, scaffolding etc.

30. **SUB-CONTRACTORS:** DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the DCPS Project Manager. The vendor will be fully responsible to DCPS for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.

31. **SAFETY:** The Bidder shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of DCPS. The Bidder shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.

32. **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto. Permits are issued by DCPS CODE Enforcement Office.

   A. All building inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 32207, Telephone (904) 390-2150. The Office of Building Enforcement is responsible for permitting and code inspections on all projects administered by the Owner. The costs associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay reinspection fees and/or fines.

   B. All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.

   C. The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 1701 Prudential Drive, 5th Floor, Jacksonville, Florida, 3220, via e-mail in accordance with Code Enforcement procedures no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and covered-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.
D. All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

33. INSURANCE:

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR’s sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

1. Workers’ Compensation/Employers’ Liability. The Workers’ Compensation/Employers’ Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 Each Accident
- $1,000,000 Disease - Each Employee
- $1,000,000 Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory
endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS’s member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS’s member, official, officer or employee for which the DCPS or DCPS’s member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined
B. **Evidence of Insurance.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

   (a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS’s members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

   (b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. **Qualification of the VENDOR/CONTRACTOR’s Insurers**

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the
VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR’s Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s member, official, officer or employee.

E. The VENDOR/CONTRACTOR’s Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement.

NOTICE: Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

34. FAMILIARITY WITH LAWS: The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

35. JESSICA LUNSFORD ACT (when applicable): At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.stml) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

36. FEDERAL FUNDS: The bidder certifies by submission of their 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. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

37. ASSIGNMENT OF CONTRACT AND/OR PAYMENT: The Contractor shall have sole responsibility for the quality, liability, coordination and completion of all work outlined in this endeavor. The DISTRICT considers the Contractor to be the sole contact regarding all Contract/ Agreement matters. The Contractor shall be prohibited from assigning, transferring and conveying, subletting or otherwise disposing of any Contract/ Agreement of its rights, title or interest therein, or its power to execute such Contract/ Agreement without the previous written approval of the DISTRICT. The Contractor shall include with the proposal the names of sub-contractors, the extent of the work that is affected by each and a brief description of prior experience in managing the proposed sub-contractors. The DISTRICT shall have the right to review, approve or disapprove prior to any change of sub-contract, or the addition of sub-contract, by the successful Contractor during the term of the Contract/ Agreement.
38. **DELIVERY:** Time is of the essence, and any resulting Contract/Agreement may be terminated if delivery is not made or services are not performed by the date specified. No change in the scheduled delivery date or performance shall be permitted without the DISTRICT’s written consent. All goods delivered shall be subject to the DISTRICT’s inspection and approval. Goods rejected by the DISTRICT for whatever reason shall be held, transported and/or stored at Contractor’s sole expense. Contractor shall promptly reimburse the DISTRICT for any such expenses.

39. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

40. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

41. **AVAILABILITY OF FUNDS:** The District’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the District’s Board and the availability of funds to pay for the goods and services in this Agreement. The District’s Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the District. The Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the District shall remain obligated to pay for all purchase orders for products or services fulfilled by the Contractor prior to the termination notice.

42. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

43. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.
44. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection. Bids submitted that include contingencies that must be met by the District in order for the bidder to accept a contract will be cause for rejection.

45. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

46. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

47. **CANCELLATION:** The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

48. **FORCE MAJEUR:** Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and it’s probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 47. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

49. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

50. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement Contract Labor Kitchen Equipment. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

51. **PUBLIC RECORD:** Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

Thereafter, all bid documents or other materials submitted by all bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a bidder asserts any portion of its bid is exempt or confidential from disclosure under Florida’s public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court...
protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.
Specifications

1. GENERAL SCOPE DESCRIPTION

A. To provide specialized skills for kitchen equipment at DCPS facilities districtwide to include, but not be limited to: **repairs, maintenance and installation of kitchen appliances, equipment, and hood systems units, of various size, capacity and manufacturers, refrigeration and freezer equipment and other general kitchen equipment applications.** The contractor will be required to provide limited services to evaluate existing systems and recommend design and/or operating modifications.

B. The Contractor shall provide all labor, supervision, materials, test equipment, tools, vehicles, permits and insurance. No rental charges shall be added to the hourly labor rates for specialized equipment necessary to address the maintenance and repair of these facilities or equipment. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates.

C. DCPS intends to accomplish work by minimizing the DISTRICT’s plans and specifications requirements and maximizing the use of the Contractors expertise. Sketches, drawings, and specifications may be included to clarify the work requirements and satisfy the requirements of the DCPS Code Enforcement Department and shall be considered to be included in the scope of work. Any work requiring architectural or engineered drawings are excluded from the scope of work. Scope of work refers to a specific project which will be ordered by an individual task order. Award of task orders will be on a fixed price basis. The need for a Task Order can arise from either the Contractor or DCPS Project Manager, but will be approved/authorized by the DCPS Project Manager. The scope of work will be identified, reviewed, and jointly agreed upon to include the nature of the work to be performed, the location of the work, and required date of completion.

D. Travel time and / or vehicle charges for service calls shall be the sole responsibility of the Contractor and the Contractor shall bear this cost as part of his base bid proposal and/or hourly rate quotations. **Hourly labor rates are for “time on site” only.**

2. SERVICE REQUIREMENTS RESPONSE REQUIREMENTS: Bidders shall have the capability to provide qualified personnel for service calls on an emergency basis at multiple locations.

A. **In the event of an emergency,** the awarded contractor shall be located so as to allow a maximum mobilization/site arrival time of ninety (90) minutes from initial notification (based upon dispatch directly to any District School).

B. The awarded contractor shall provide the DCPS a 24-hour emergency contact number (telephone, pager, cell-phone) and shall acknowledge and verbally respond to an emergency call from DCPS Project Manager within thirty (30) minutes.

C. The emergency service rate shall be 1.5 times the applicable hourly labor rate only for the services required and approved by DCPS Project Manager. Emergency service hours are those outside the normal working hours and holidays as outlined in Section below “ACCESS.”

D. The awarded contractor shall give first priority services to the District in the event of a hurricane, flood, other natural disaster, or any event identified as an emergency by DCPS.

E. **For non-emergency** requirements the contractor must respond within 5 days or at the discretion of DCPS.
3. **CONTRACTOR LABOR AND GENERAL SUPERVISION:** The Contractor shall provide labor and supervision to complete the work. Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with DCPS Project Manager.

A. These general supervision responsibilities apply specifically to personnel in hourly labor rates in Group B7 (2-man crew), B8 (1 Journeyman), and B9 Subcontractors listed in the Bid Tabulation Rate sheet. The cost of general supervision shall be an element of the Contractor's overhead burden in the applicable hourly individual/crew rates and Subcontractor mark-up percentage.

B. **WORKING SUPERVISOR DEFINED:** The Working Supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, record-keeping and reporting duties. Typical responsibilities of a Working Supervisor shall include, but not be limited to, the following:

- Visits service/construction sites to determine equipment and materials needs and provides this information to DCPS Project Manager.
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications.
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established service/construction safety policies, procedures and regulations;
- Provides technical assistance to crews and DCPS equipment procurement.
- Reviews and resolves project quality, scheduling and progress problems.
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during non-working periods and during emergencies.

Working Supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

C. **PERSONNEL CLASSIFICATIONS:** The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual/crew rates in the Form of Proposal.

1) **JOURNEYMAN** shall have a minimum of five (5) years of experience.

2) **HELPER / APPRENTICE** shall have a minimum of one (1) year experience working directly with a Journeyman.

3) **WORKING SUPERVISOR** shall be qualified as a Journeyman and have a minimum of five (5) years’ experience, including two (2) years in a supervisory or leadership capacity.

D. **CREW DEFINED:**

1) **Appliance Repairs:** A crew shall consist of one (1) Journeyman

2) **Installation of Kitchen Appliances:** A crew shall consist of one (1) Journeyman and one (1) Helper/Apprentice.

4. **SPECIFIC TERMS AND CONDITIONS**

A. **WORK PROPOSALS:** Prior to performance of any work, the contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by DCPS Project Manager. Failure to do this shall not excuse the contractor from performing the work in strict accordance with the terms of the
contract documents. Further, if the contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform DCPS Project Manager. Any work done after such discovery, without authorization, will be done at the contractor's risk.

For each project, contractor shall provide price quotation using the attached “Project Proposal and Material List Forms” (Attachments B and C).

Based on the site examination, contractor shall submit a written work proposal using the Bid Item Rates and detailing 1) the required unit price for the specific equipment to be installed OR 2) personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Project Proposal Form Attachment B), and material costs (as indicated on Material List Form Attachment C). The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by DCPS Project Manager. DCPS reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the DCPS without prior authorization from DCPS Project Manager.

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the DCPS and Contractor for out-of-scope work. Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Contractor is responsible for pulling all permits and scheduling applicable inspections with DCPS Code Enforcement Office.

B. ACCESS

1) Due to the nature of the food preparation business, access for scheduled work may be restricted to hours when sites are available, dependent upon the scope of work and area to be serviced.
2) Normal school operating hours are Monday thru Friday 7:30 AM to 3:30 PM. Holidays are as determined in the published DCPS Holiday schedule. The contractor will not be allowed to work during the school operating hours and should plan on after-hours work in order to complete the work.
3) Emergency access will be available at all times.
4) The Contractor’s personnel must sign in with DCPS staff and all personnel must have visible badges at all times.

C. SCHEDULING OF WORK

1) The Contractor shall perform all work during the scheduled visits. Work at times other than scheduled visits / tasks shall be done only with prior permission and coordination with DCPS authorized representative.

2) The Contractor will make every effort not to undertake any work that entails the powering down of critical equipment during peak activity levels and will closely coordinate that work during peak hours with DCPS.

3) The Contractor shall at all times execute the work in a manner which shall not interfere with the operation and daily routine carried on by the Facility.

4) The Contractor shall agree to any reasonable request by DCPS for scheduling and performance of the work.
D. ACCESS TO EQUIPMENT

The Contractor shall have access to all equipment; however, turning equipment on and off shall be scheduled with DCPS. Prior to starting any work at the Facility, the Contractor will report to DCPS for authorization.

E. CALL BACK SERVICE

1) Call back service is defined as any service previously provided / completed that is either incomplete or having caused a failure because of either a poor service call or preventative maintenance call as deemed by DCPS.
2) The Contractor shall be responsible for providing call back service as required on a seven (7) days per week, twenty-four (24) hours per day, including holidays.
3) The cost for providing call back services, including adjustments and work normally included under preventative maintenance whether during normal working hours or not shall be at no extra charge.
4) If the Contractor fails to respond to an emergency call within the specified period, DCPS reserves the right for another company to be called in to handle the problem and the cost of this service shall be deducted from the amount normally paid to the Contractor.
5) The Contractor must provide a contact name and telephone and/or pager number where technicians can be reached on a twenty-four (24) hour per day basis throughout the year including weekends and all holidays.

F. ALTERATIONS OR MODIFICATIONS

1) The Contractor must have the approval of DCPS before any modification or alterations are made to any items of the equipment and must be well documented on the service report.
2) A DCPS work order number must be issued prior to any commencement of work.

G. INSPECTION OF SERVICES- QUALITY OF WORK

1) All services (i.e. services performed, material furnished or utilized in the performance of services and workmanship in the performance of services) shall be subject to inspection and test by DCPS at all times and places during the term of the Contract. All inspections by DCPS shall be made in such a manner as not to unduly delay the work.
2) The acceptability of quality shall be consistent with best industry practices, at the discretion of DCPS.

H. REPORTS AND LOGS

1) At the conclusion of each work order the Contractor shall provide a detailed report to DCPS.
2) Each report must include a DCPS work order/Purchase Order number, an Equipment ID and the specific location of where the work was performed.
3) The report shall also include the condition of items installed, repaired, inspected, preventative / routine maintenance work performed and a list of items that are recommended for repair, maintenance or replacement.
4) The service report shall also include sufficient detail and description to identify the exact work completed. General statements on service reports will be unacceptable.
5) Each report shall be signed by a DCPS Facilities staff member or designated representative prior to Contractor leaving the site.
6) One copy of the signed report is to be left with the DCPS Facilities staff member or designated representative.
7) The Contractor shall maintain a refrigerant inventory log at each site for each piece of equipment specified in this Contract. The Contractor must note refrigerant use, losses and/or leaks. Explanations of losses, leaks and/or thefts must be documented on this form.
I. PAYMENTS AND INVOICING

1) All invoices are to certify that the work and/or service have been performed to contract specifications. All invoices shall be either computer generated or typewritten.

2) All invoices shall detail the following information. Should the Contractor fail to provide any of this information on the invoice, DCPS may withhold payment until the Contractor amends the invoice.
   a. DCPS Purchase Order or Contract Number
   b. Type of work completed
   c. Date service was completed
   d. Where work was performed
   e. Make, model and Asset ID of equipment/system worked on
   f. DCPS Work Order Number or service request number
   g. Warranty period on work
   h. Name of technician
   i. Material detail list on each invoice (DCPS may request a copy of supplier invoices for parts)
   j. Labor break out

5. CONTRACT BID PRICING STRUCTURE

A. The contract is structured in two (2) Line Item parts for bidding purposes as shown on the Unit Rate Bid Tabulation Form.

1) **Line Item A Specific Kitchen Equipment Installation** - provides for unit price bids for specific types of equipment installation, which includes all labor, materials and supervision to install the specified piece of equipment. The typical work for installation is outlined in the specific kitchen equipment unit. Additional work beyond the scope as outlined in the unit prices will be priced in accordance with the unit prices in Line Item B. Equipment listed as electric in the specific line items that are actually gas (or vice-versa) when purchased may require added services for installation; however, each project shall be reviewed to determine if the general scope of work is equivalent to the line item price.

2) **Line Item B Kitchen Equipment Task Order Hourly Rates** - provides the established bid hourly labor rates and materials and subcontractors materials markup rates to be used when additional services are necessary to perform the required services outside the scope of the specific Equipment Line Items installation in Line Item A.

   a. Specific Task Orders will be developed using unit cost data for Labor Hourly Rates and Materials with Overhead & Profit markup rates **per prices as submitted by the Contractor in the Bid Tabulation Form in the ITB**. The Contractor shall prepare proposals for review and approval by the DISTRICT. The proposals may be verified by the DISTRICT utilizing other resources as necessary. The Contractor shall notify the DISTRICT Project Manager, prior to commencement of work if any other work is found that may exceed the Task Order amount. The scope of this provision shall include related construction, maintenance and technical services which supplement and compliment services defined herein.

   b. When questions arise concerning the labor hours required for a particular job, labor hour requirements will be based on industry standards or, if not applicable, other estimating sources. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials. The DISTRICT retains the right to obtain additional quotes. The lowest price will be used and the DISTRICT Contract Representative shall be the final arbiter on service call costs as well as the distinction between service calls and task orders.

B. The contractor shall provide pricing as outlined in the Unit Rate Bid Tabulation Form in the ITB.
The Unit Rate Bid Tabulation Form-Base Bid unit rates include all costs associated with the specified work in accordance with the project specifications. Unit costs and labor and material rates shall include all costs associated with the work, including but not limited to insurance, overhead and profit, all costs associated with applicable local, state, federal, and other taxes and licenses in connection with this work (including social security, unemployment insurance, and sales or use taxes, etc.)

For all work, Contractor is responsible for coordinating delivery of equipment and goods receipt (and documentation), as specified by DCPS. This work shall be included in all unit pricing. Some equipment will have DCPS asset identification. Contractor shall take care not to damage or otherwise dispose of this identification.

C. **LINE ITEM A** – Specific Kitchen Equipment Installation- Contractor shall insert unit price installation cost in Unit Rate Bid Tabulation Form for all labor and materials costs associated with installation requirements as outlined in Section 6. below. The type of equipment and installation in Section 6. is typical and may not reflect the actual manufacturer model or picture shown. Minor adjustments for installation shall be included in the unit price installation costs and not be considered additional services.

D. **LINE ITEM B.** – Kitchen Equipment Task Order Hourly Rates - Provide labor, materials, and subcontractor work necessary to complete miscellaneous related work for additional work not described in the installation requirements for equipment described in Section 6. OR for other equipment not described in Section 6. Labor costs will be reimbursed for workers and Journeyman Supervisors directly employed by the contractor to perform or supervise work at the site and shall include all taxes, insurance, contributions, training, customary benefits, overhead and profit.

For hourly rates and materials- the contractor will prepare his price proposal and compare this price against recognized industry costing standards. The recognized standard for this estimating will be the RS Means Facilities Maintenance and RS Means Facilities Construction Cost Data guides, current edition for the Jacksonville, FL area or other information as provided by the Contractor and approved by the District. The District reserves the right to use other standard industry means for estimating.

Costs of subcontractors and materials for work completed on a time and materials basis shall include the cost of additional materials incorporated or consumed by actual work multiplied by the overhead and profit multiplier (*for example an 8% OHP mark-up.*) This multiplier does not apply to materials incorporated or consumed under the unit rates in Line Item A.

For subcontractor work, the contractor shall seek competitive proposals from multiple (at least three) competent sources and provide the DCPS with a minimum of two final price proposals which establish that the proposed price for this work is fair and reasonable.

1) **Hourly Rates** the Contractor will submit with his Bid Tabulation Form an amount for hourly rates for each class of employee to be used in the performance of each type of work covered under this Contract. These rates will be shown in the ITB Unit Rate Bid Tabulation Form. Charges for any testing, maintenance, service, repairs or emergency repairs shall adhere to these rates. All rates shall be shown as outlined in the ITB Unit Rate Bid Tabulation Form.

2) **Materials and Subcontractor Mark-Up Percentage**

The Contractor will submit with his Bid Tabulation Form a percentage amount for Materials and Subcontractor work Overhead & Profit mark-up rates for work covered under this Contract. All materials and subcontract work will be marked up in accordance with the mark-up rate as shown in the ITB Unit Rate Bid Tabulation Form. FOB point shall be school destination with freight prepaid, including all other applicable charges to show total landed cost.

An estimated number of labor hours, materials, and subcontractor costs have been included in the
Unit Rate Bid Tabulation Form for bidding purposes only and is not a guarantee of actual number of labor and materials to be requested by the District. The District may exceed the estimated annual contract values in the Bid Tabulation Sheet for each line item without any adjustments in unit prices.

3) **Other stipulations include:**
   1) DCPS reserves the right to request and review supporting documentation for all material and labor for each specific Task Order. Costs may be adjusted accordingly.
   2) Specific Task Orders may be modified and/or ordered by the DCPS Project Manager in emergency situations. Adjustments to costs may be made if warranted and approved by the District Project Manager.
   3) Oral instructions due to emergencies shall be confirmed in writing within two working days.
   4) The Contractors estimate for task order work shall be all inclusive.
   5) The DCPS Executive Director, Facilities Design and Construction or designated representative shall be the final word on all contract discrepancies. The Contractor is hereby put on notice that in the event a DISTRICT employee other then the DCPS Project Manager directs a change in the work to be performed or increases the Scope, the Contractors is responsible to make inquiry to the DCPS Project Manager before making the deviation.
   6) Specific Task Order work shall not commence until approved by the DCPS Project Manager.
   7) The DISTRICT reserves the right to perform any specific Task Order item by other means if necessary.

6. **SPECIFIC TYPES OF KITCHEN EQUIPMENT TO BE INSTALLED /SCOPE OF WORK**

Provide kitchen equipment installation price based on proposed unit installation rates. Unit Installation prices shall include the following work:

i. Reviewing specific equipment type to be ordered including type of service required for that piece of equipment (gas, electric, water, drainage)

ii. Visiting the jobsite to ascertain proposed location of new equipment, location and type of existing utilities, and providing written response to DCPS representative on compatibility of that equipment and existing utilities in the proposed location along with any other required work to insure proper, safe installation.

iii. Provide recommendation on any specific modifications required in order to install the equipment correctly.

iv. Receiving, verifying, and securing delivered equipment and accessories at each school from Direct Purchase Contractors, and removal and preparation of the existing equipment for shipment back to the DCPS warehouse. Pickup and shipment of old equipment shall be the responsibility of DCPS unless otherwise agreed upon by DCPS and Contractor. Kitchen equipment shall be installed within 5 working days after equipment delivery and receipt of DCPS purchase order number.

NOTE: Equipment pictures noted below are general representation. Actual equipment ordered may not be similar size or types.
1. **Full-Sized Duel Stacked Natural Gas** (OR EQUIVALENT), 120 volts Convection Oven (Direct purchase by DCPS). Convection Oven, gas, double-deck, standard depth, solid state manual controls, 2-speed fans, (5) racks & (11) positions, interior light, simultaneous operated doors with glass, s/s front, sides & top, 6” s/s legs, flue connector, 55,000 BTU each, CSA, NSF, CE, EnergyStar®. (2) 115v/60/1-ph, 6.0 amps, cord & plug, 1/3 hp, std.

- Remove existing natural gas, 120 volts oven and place at secure area in kitchen
- Uncrate and stack new ovens
- Replace quick disconnect hose (Direct purchase by DCPS)
- Manifold new ovens
- Install posi-sets (Direct purchase by DCPS)
- QC to determine oven is operational
- Installation Cost: $__________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

2. **Pro Series Type Range** (OR EQUIVALENT), natural gas, 24” with (4) 33,000 BTU open burners, with cast iron top & ring grates, storage base, stainless steel front, sides, plate rail, 2-piece back guard and shelf, 6” s/s legs with adjustable feet, 120 volts range with casters. (Direct purchase by DCPS).

- Remove existing natural gas range and place at secure area in kitchen
- Uncrate and install range with casters under existing fire suppression system. (Direct purchase by DCPS).
- Install 48” quick disconnect hose. (Direct purchase by DCPS).
- Install posi-sets. (Direct purchase by DCPS).
- Quality Control to determine range is operational
- Installation Cost: $______________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
3. **Ice Machine Head with Bin** (OR EQUIVALENT) (Direct purchase by DCPS)

Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 575-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 7.6 amps

Ice Bin, top-hinged front-opening door, approximately 360-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted legs included, protected w/HoshiGuard antimicrobial agent.

- Remove existing ice machine and place at secure area in kitchen.
- Uncrate and stack new ice machine
- Plug machine into power source
- Install drain lines to kitchen drain line
- Install filtration system. (Direct purchase by DCPS)
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $________________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

4. **Double Steamer, Convection Counter Top** (or Equivalent) (Direct Purchase by DCPS)

Two (2) Single Compartment Convection Steamer, electric, holds (6) 12” x 20” x 2-1/2” deep pans each compartment, vacuum cooking, manual mechanical timer controls, includes stainless steel support stand with casters, NO water or drain connections required, 6kw, 208/60/1ph, 5’cord & NEMA L6-30P plug. Support Stand, for double stacked units (shown below), standard mounting height: 15” lowest unit height, stainless steel, w/5” casters, standard.

- Remove existing electric Steamer and place at secure area in kitchen
- Uncrate and stack new Steamer
- Verify voltage and plug machine into power source
- start-up unit, provide quality control and leave fully operational
- Installation Cost: $________________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
5. Mobile Cold Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 120 volts, 15 amps, single phase plug-in unit with 6-ft cord. Stainless steel pans, self-contained condensing unit with thermostat; stainless steel canopy and plexiglass sneeze guard with 115 V fluorescent lights.

- Remove existing cold serving unit and place at secure area in kitchen for pickup
- Uncrate and assemble new Unit including sneeze guards
- Verify voltage and plug machine into power source
- Install drain lines to existing kitchen drain line
- Remove plastic laminate, start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

6. Mobile Hot Serving Unit (OR EQUIVALENT) (Direct Purchase by DCPS) – electric 5.1 kW, 24.5 Amps, 208V, single phase plug-in unit. Pre-wired single thermostat control with pilot light, 6-ft cord.

- Remove existing hot serving unit and place at secure area in kitchen for pickup
- Uncrate and assemble new Unit, including sneeze guards
- Verify voltage and plug machine into power source
- Install unit drain to existing kitchen drain line
- Remove plastic laminate, start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)

7. TURBOCHEF OVEN-Conveyor Bake Model No. HHC2620 (OR EQUIVALENT) (Direct Purchase by DCPS)
208/240v/50/60/3-ph, 40.0amps, 6-foot cord (nominal), NEMA 15-50P,

- Uncrate new Oven and assemble new unit
- Verify voltage and plug machine into power source
- Start-up unit, provide quality control and leave fully operational
- Installation Cost: $__________
  (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
8. COOK-TEK COUNTERTOP DOUBLE BURNER INDUCTION COOKTOP (OR EQUIVALENT)
   (Direct Purchase by DCPS)
   208/240v/50/60/1-ph, 32 amps, 6-foot cord (nominal), NEMA 6-50P or NEMA 6-30P
   
   - Remove existing cooking appliance and place at secure area in kitchen
   - Uncrate and install new Induction Cooktop
   - Verify voltage and plug machine into power source
   - start-up unit, provide quality control and leave fully operational
   - Installation Cost: $____________
     (Insert this value in UNIT RATE BID TABULATION FORM – BASE BID)
For the purpose of evaluation, this form will be interpreted as follows:

**Unit price:** Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

**AWARD:** Will be awarded all-or-none. The contract will be awarded to up to six (6) lowest responsible and responsive bidders meeting specifications. All items must be bid (failure to bid on all line items will be considered non-responsive).

Four (4) of the Six (6) awarded vendors of this contract shall be a certified Small Business Enterprise (SBE) or Minority/Women Business Enterprise (M/WBE), as defined in SC#4 below. If an SBE or M/WBE is not four of the six lowest qualified respondents, then it will be awarded to 4 of the lowest qualified SBE/W/WBE. If there is not a qualified SBE or W/WBE it will be awarded to the lowest qualified non-SBE or W/WBE. This will result in an approved vendor list with zero committed volume.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

### INSTALLATION OF SPECIFIC TYPES OF KITCHEN EQUIPMENT

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITIES</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Install Full-Sized Duel Stacked Natural Gas, 120 volts Convection Oven (Direct purchase by DCPS).</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Install Pro Series Restaurant Range, natural gas, 24&quot; (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Install Ice Machine Head with Bin (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Install Dual Convection Countertop Steamer (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Install Mobile Hot Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
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</tr>
<tr>
<td>6</td>
<td>Install Mobile Cold Bar Unit (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Install Turbochef Oven (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Install Countertop Induction Cooktop (Direct purchase by DCPS)</td>
<td>Each</td>
<td>5</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

### KITCHEN EQUIPMENT AND HOOD SYSTEM TASK ORDER HOURLY RATES

Hourly rate for services to include, but not be limited to: repairs, maintenance, associated demolition of existing and installation of new kitchen appliances, equipment, utility serving line units, refrigerators and freezers, including walk-in types, exhaust fans, refrigeration condensing units and fans, and kitchen hood systems; Units are of various size, capacity and manufacturers and other general kitchen equipment applications as appropriate.

**NOTE:** Hourly rates shall include general supervision, travel, fuel, Freon, and incidental materials.

**Certified Mechanical Contractor, General Contractor, Class A, or B License, and Environmental Protection (EPA) and Liquid Petroleum (LP) certifications required.**

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>ESTIMATED QUANTITIES</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>ONE TWO (2) MAN CREW- (1) Journeyman and (1) Apprentice or (1) Helper.</td>
<td>Hours</td>
<td>400</td>
<td>X</td>
<td></td>
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<td>10</td>
<td>ONE (1) JOURNEYMAN (Qualifications as per specifications)</td>
<td>Hours</td>
<td>400</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Mark-up on Materials &amp; Subcontractors (Includes contractor’s general supervision of subcontractors as part of the mark-up)</td>
<td>Mark-up multiplier (%)</td>
<td>$10,000</td>
<td>X (%)</td>
<td></td>
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</tbody>
</table>

### TOTAL BASE BID PRICE

### TOTAL YEARS OF EXPERIENCE IN FLORIDA
## PROJECT PROPOSAL

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
<td>PROPOSAL #</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>CONTACT:</td>
</tr>
<tr>
<td>PHONE/FAX:</td>
<td>PROPOSAL VALID FOR ( ) DAYS</td>
</tr>
</tbody>
</table>

### PROPOSAL SUBMITTED TO:

### PROJECT NAME:

### PROJECT LOCATION:

### SCOPE OF WORK:

### Contractor ESTIMATE

<table>
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<tr>
<th>PERSONNEL CLASSIFICATION</th>
<th># HOURS</th>
<th>HOURLY RATE</th>
<th>TOTAL AMOUNT</th>
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**Comments:**

Contractor hereby proposes to furnish labor – complete in accordance with Bid OFDC ITB-008-15 and the above specifications for the following amount as indicated:

**Select Contract Type:**

<table>
<thead>
<tr>
<th>FIRM FIXED-PRICE</th>
<th>AMOUNT NOT TO EXCEED</th>
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**Labor:** $  
**Material:** $  
**Total Proposed Cost:** $

**TIME FOR COMPLETION:** This work shall commence on _____________ and be completed by ___________.

All work to be completed in workmanlike manner according to standard practices. DCPS Project Manager shall approve any alteration or deviation from above specifications involving extra charge prior to commencement of work.

**AUTHORIZED SIGNATURE:** _____________________________    **DATE:** _________________

### ACCEPTANCE OF PROPOSAL BY DUVAL COUNTY SCHOOL DISTRICT

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

**AUTHORIZED SIGNATURE:** _____________________________    **DATE:** _________________

---

**ATTACHMENT A**
### MATERIALS LIST

Contractor hereby proposes to furnish materials and subcontractor work complete in accordance with Bid ITB-015-19/LM

**PROJECT NAME:**

**PROJECT LOCATION:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Qty</th>
<th>Unit Price</th>
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Contractor hereby proposes to provide materials, in accordance with the above specifications, for the following amount as indicated:

**TOTAL: $**

All material is guaranteed to be as specified. Contractor warrants to DCPS that materials furnished will be new and of good quality unless otherwise required or permitted by DCPS Project Manager. Any alteration or deviation from above specifications involving extra costs shall be approved by DCPS Project Manager prior to delivery of materials.