October 3, 2018

Products To Help People Company
4605 Charlotte Highway
Lake Wylie, SC  29710

RE: ITB-014-17/JR

Dear Sir/Madam:

On Friday, September 28, 2018, the Superintendent’s designee of Duval County Public Schools renewed the contract for Locker Repair and Painting (ITB-014-17/JR) with your company. This is your official notification of renewal. This is the second renewal option for the period of January 1, 2019 through December 31, 2019.

Please forward a copy of your insurance certificate as required per special condition #25 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at 904-858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

cc      James Robinson
        Ray Delugo
        Master Bid File
October 25, 2017

Products To Help People Company
4605 Charlotte Highway
Lake Wylie, SC 29710

**RE: ITB-014-17/JR**

Dear Sir/Madam:

On Tuesday, October 24, 2017, the Superintendent’s designee of Duval County Public Schools renewed the contract for Locker Repair and Painting ITB-014-17/JR with your company. This is your official notification of renewal. This is the first renewal option for the period of January 1, 2018 through December 31, 2018.

In accordance with SC#25, please forward an updated copy of your insurance certificate.

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

*Terrence Wright*, Director
DCPS Purchasing Services

cc   James Robinson
     Master Bid File
February 21, 2017

Products To Help People Company
4605 Charlotte Highway
Lake Wylie, SC  29710

RE: ITB-014-17/JR

Dear Sir/Madam:

On Tuesday, December 13, 2016, the Superintendent designee of Duval County Public Schools approved the award of bid ITB-014-17/JR – Locker Repair and Painting. This is your official notification of bid award. This award is for the period of date of award through December 31, 2017.

In accordance with SC#25, please forward an updated copy of your insurance certificate.

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact James Robinson (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
   Master Bid folder
**BID TABULATION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity (Col. A)</th>
<th>Unit</th>
<th>Work Location</th>
<th>Unit Price (Col B)</th>
<th>Total (Equals Col A X Col B)</th>
<th>Unit Price (Col B)</th>
<th>(Equals Col A X Col B)</th>
<th>Unit Price (Col B)</th>
<th>(Equals Col A X Col B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Romove and Replace (R&amp;R) complete frame assembly</td>
<td>5</td>
<td>EACH</td>
<td></td>
<td>$2.00</td>
<td>$10.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Straighten/adjust frame</td>
<td>5</td>
<td>EACH</td>
<td></td>
<td>$2.00</td>
<td>$10.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Refinish frame assembly only</td>
<td>1</td>
<td>EACH</td>
<td></td>
<td>$2.00</td>
<td>$2.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install stiffeners</td>
<td>5</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$20.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Straighten door</td>
<td>20</td>
<td>EACH</td>
<td></td>
<td>$5.00</td>
<td>$100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>install new hanging hooks</td>
<td>5</td>
<td>EACH</td>
<td></td>
<td>$0.50</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>R&amp;R door stops</td>
<td>10</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$40.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>R&amp;R interior shelves</td>
<td>10</td>
<td>EACH</td>
<td></td>
<td>$2.00</td>
<td>$20.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>R&amp;R door stops</td>
<td>10</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$40.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>R&amp;R handle</td>
<td>10</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$40.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>R&amp;R latch mechanism</td>
<td>10</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$40.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>R&amp;R complete hinge assembly</td>
<td>10</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$40.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>R&amp;R number tags</td>
<td>20</td>
<td>EACH</td>
<td></td>
<td>$0.20</td>
<td>$4.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>14</td>
<td>Refinish door</td>
<td>5</td>
<td>EACH</td>
<td></td>
<td>$2.00</td>
<td>$10.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Painting interior of locker (all exposed parts)</td>
<td>20</td>
<td>EACH</td>
<td></td>
<td>$4.00</td>
<td>$80.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Painting exterior of locker (all exposed parts)</td>
<td>20</td>
<td>EACH</td>
<td></td>
<td>$18.00</td>
<td>$360.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Removal and disposal of locker</td>
<td>5</td>
<td>EACH</td>
<td></td>
<td>$2.00</td>
<td>$10.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Misc. labor not otherwise classified</td>
<td>5</td>
<td>HOUR</td>
<td></td>
<td>$4.00</td>
<td>$20.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Inspection charge to any one school</td>
<td>5</td>
<td>CALL</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>Minimum charge per service call to any one school</td>
<td>5</td>
<td>CALL</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Mark-up for parts furnished by vendor ($100 time Mark-up %)</td>
<td>100</td>
<td></td>
<td></td>
<td>$15.00</td>
<td>$1500</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL BID ITEMS 1 THRU 21**

- COASTAL LOCKER SERVICES INC: $888.50
- PRODUCTS TO HELP PEOPLE COMPANY: $451.00
- TRIPLE A ELECTROSTATIC PAINTING: $3,215.00

Prepared by: Cammie Wise
Verified by: James Robinson
Date: 12/01/2016
Award = [ ]
Issue Date: November 16, 2016

Buyer: James Robinson

Bid Number: ITB-014-17/JR

Bid Title: LOCKER REPAIR AND PAINTING

Term of Bid: From date of award through December 31, 2017 with renewal options.

Opening: Thursday, December 1st 2016 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 be returned unopened.

Purpose: To answer questions in accordance with SC# 7.

Question: Are the lockers covered under the scope of work in this bid equipped with built in combination locks, hanging pad locks, or no locks?

Answer: Some lockers have pad locks, some have built in locks. Locks and lock maintenance are not part of the scope of this bid.

Question: If lockers are equipped with locks: Will maintenance be required on the locks?

Answer: No

Question: If lockers are equipped with locks: Will a master listing of serial numbers and combinations be required?

Answer: Yes

Question: What different types of lockers are covered under this bid (ie. manufacturer, model, size, etc.)?

Answer: There is, unfortunately, no complete inventory of lockers in the school district. The most prevalent lockers are manufactured by List and Hallowell.

Question: Will Duval County Schools provide the awarded vendor a list of specific lockers to be serviced?

Answer: After award of the bid, the service will be as needed.
INVITATION TO BID

www.duvalschools.org/purchasing

November 3rd, 2016

Buyer: James Robinson
Phone: 904-858-4837

Bid Number: ITB-014-17/JR
Bid Title: LOCKER REPAIR AND PAINTING

Term of Bid: From date of award through December 31, 2017 with renewal options.

Opening: Thursday, December 1st 2016 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 be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements: None

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. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company’s principal place of business.

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 #36)

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: ________________________________
GENERAL CONDITIONS

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 at the risk and he/she shall be held responsible therefor. If said contractor refuses to furnish the materials or to complete the work included in this 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. 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.

SHOULDN’T ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT 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. 85-8013989912C-0.

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 manufacturer, 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 manufacturer’s name as specified, exclusive of all subcontractors, 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 submit any additional 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 may be considered unsatisfactory 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.

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.
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.

Name  Title or Position  Date of Filing

_________________________  __________________________  __________________________

_________________________  __________________________  __________________________

_________________________  __________________________  __________________________

_________________________  __________________________  __________________________

_________________________  __________________________  __________________________

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, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. 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. 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, 4880 Bulls Bay Highway, Jacksonville, FL 32219. 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, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this 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, declared 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.

Organization Name

PR/Award or Project Name

Name

Title

Signature

Date
AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

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 two (2) 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.
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 establish firm prices for locker repair and painting as required by Duval County Public Schools (DCPS) for the period date of award through December 31, 2017.

2. RENEWAL: Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for four (4) additional one-year periods, subject to the same provisions, terms, conditions, specifications and prices as originally awarded.

3. ESCALATION PROVISION: At each renewal of the contract, DCPS will consider an Escalation 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 contract renewal request. The contractor must request the increase in writing prior to the renewal of the contract.

4. AWARD: Will be all-or-none as indicated on the Bid Proposal Form. All items must be bid or bid will be considered non-responsive.

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".

Award: Will be all-or-none, as indicated on the Bid Proposal Form. All items must be bid for an all-or-none award. Vendor must bid all items to eligible for award.

Failure to respond as requested may result in rejection of bid as non-responsive.

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.

5. EQUIPMENT RENTAL: All special equipment, tools, mechanical devices or material rented in support of this contract shall be approved in writing by DCPS prior to rental. 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 profit may be applied. (Example: Dumpsters)

6. POSTING OF BID RECOMMENDATION: Recommendation for Award will be posted in Purchasing Services on or about December 12, 2016 and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.
7. **QUESTIONS:** Any questions and/or request for additional information should be directed to James Robinson, in Purchasing Services, via email at robinsonj12@duvalschools.org placing this bid number (ITB-014-17/JR) in the subject header. Deadline for questions shall be 2:00 p.m. EST on November 15th, 2016. 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.

8. **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.

9. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be originals, in either indelible ink or type written. Bids submitted which do not contain original pricing will be considered non-responsive.

   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.

10. **QUANTITIES:** The items listed in this solicitation will be ordered on an “AS NEEDED” basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. Estimated expenditures are based on prior bids’ usage. The annual estimated amount for this contract is $100,000.

11. **CONTRACT TIME:** Bidder agrees to commence the work under this contract within ten (10) days after receipt of purchase order.

12. **DUVAL COUNTY PUBLIC SCHOOLS’ RIGHT:** If the contractor is providing work which, in DCPS opinion, is contrary to the contract requirements, DCPS shall have the right to stop the work, if deemed to be in the best interest of DCPS, until a review and resolution can be attained.

13. **LABOR AND MATERIAL:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment (except for special equipments requirements as stated in SC #5) and services necessary for the proper execution and completion of the work.

14. **PERMITS, FEES, 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 the DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto.
The awarded vendor shall liaison with DCPS Code Enforcement Office upon award and prior to commencement of projects on DCPS sites.

15. **COMMUNICATIONS:** After the contract has been awarded, the awarded vendor shall then forward all communications, including invoices, to DCPS through:

   Facilities Maintenance  
   Supervisor, Service Support Contracts  
   129 King Street, Room 25  
   Jacksonville, Florida 32204

16. **REFERENCES:** Contractor shall submit with bid three (3) references of completed or ongoing work performed within the last five years that is similar in scope to this bid. Prior work must demonstrate proficiency in sheet metal work and/or locker repair and airless electrostatic painting. **Bids received without references will be considered non-responsive.**

17. **WORK SCHEDULING AND USE OF SITE:** The Contractor shall coordinate work with the contract program manager and school administration. Project work at schools or facilities will not occur when it may interfere with school operations. The contractor is advised to refer to the DCPS webpage and specific school site for testing schedules and other pertinent dates. The contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

18. **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 pumping will be executed. DCPS has schools located in close proximity to the coastline. 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.

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. Any damage to customers’ property caused by the contractor will be promptly repaired at the contractor’s expense.

20. **CORRECTION OF WORK:** The contractor shall promptly correct all work rejected by DCPS as defective or as failing to conform to the contract documents.

21. **INVOICES:** Invoices for payment shall include the name of the school, location of the lockers, and number of lockers repaired/painted. Invoices must have detailed line item.

22. **PAYMENT:** The DCPS may withhold payment in whole or in part to the extent necessary to reasonably protect the DCPS if, in their opinion, services have not been provided as specified in the contract. Payment shall be released pending confirmation and/or verification that services have been rendered in accordance with the terms of the contract.

23. **SAFETY:** The contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the DCPS.
24. **EMERGENCIES:** In any emergency affecting the safety of persons and property, the contractor shall act immediately to prevent threatened damage, injury or loss. Any such emergency must be reported to the Coordinator of Plant Services not later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

25. **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:

   
<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Minimum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease - Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease - Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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 be:

- $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

INTERNAL NOTE: If employees own and operate their own vehicles the Contractor shall provide proof of Employer Non-Owned Automobile Liability coverage or shall have an endorsement added to the General Liability coverage to include Non-Owned Automobile Liability coverage.
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.

26. **TOXIC SUBSTANCES:** In accordance with Chapter 1013.49, F.S. all toxic substances on the Florida Substance List that are used in the repair, construction or maintenance of educational facilities have restricted usage. Before any such substance may be used, the contractor shall notify the district school (DCPS) Superintendent in writing at least 3 working days prior to using the substance. The notification shall contain: Name of the substance; where the substance will be used; and, when the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each substance.

27. **TOBACCO PRODUCTS:** The use of all tobacco products is prohibited on school property, including all buildings and grounds.

28. **IDENTIFICATION:** I.D. badges and/or company logos on shirts or hats are required on all contractors’ personnel.

29. **ATTIRE:** Proper attire shall be worn at all times.
   
   A. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
   B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans are prohibited.
   C. Shorts will not be permitted.
   D. Proper shoes to insure the individual's safety shall be worn at all times.

30. **FRATERNIZATION:** Bidder personnel shall not fraternize with school staff or students.

31. **AVAILABILITY OF FUNDS:** The obligations of Duval County Public Schools under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
32. **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.

33. **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 www.duval.sofn.net.) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

34. **FEDERAL FUNDS:** The bidder 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 bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

35. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.

The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **FORCE MAJEURE:** 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 42. 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.

44. **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).

45. **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 Locker Repair and Painting bid. In any event, these services will not be required to continue for a period of time exceeding six (6) months.
SPECIFICATIONS

A. LOCKERS IN FAIR TO MODERATE CONDITION (interior or exterior): If it is determined by the owner, that the lockers are in “fair to moderate condition”, the contractor shall not be required to remove the existing surface paint down to bare metal prior to applying an airless electrostatic coating. Rather, the contractor shall sand the existing finish (by machine sanding and/or hand sanding) to achieve a smooth surface. A red oxide or zinc chromate primer shall be applied to inhibit rust and then an airless electrostatic coating shall be applied. An inspection of the application of the red oxide or zinc chromate (or acceptable rust inhibiting) primer shall be conducted by the project manager or Code enforcement personnel.

B. LOCKERS IN POOR CONDITION (interior or exterior): Should it be determined, by the owner, upon inspection that the existing surface condition is “poor”, peeling, or layered with an excessive number of prior coatings too numerous to be conducive to achieving a smooth finish coat, the locker shall be stripped down to bare metal, primed with red oxide or zinc chromate (primer/rust inhibitor) and then finished with an airless electrostatic coating. An inspection of the application of the red oxide or zinc chromatic (or acceptable rust inhibiting) primer shall be conducted by the project manager or Code enforcement personnel.

C. LOCKER REFINISHING:

1. PREPARATION:

   Approval shall be obtained by the contract manager prior to the commencement of any work.

   a. All surrounding surfaces and equipment shall be protected from any damage done by the renovation process.

   b. Holes 3/16” and larger shall be closed with approved locker plugs.

   c. Wrinkles, dents and tears shall be removed to provide a smooth, like-new, safe surface.

   d. All surfaces shall be prepared to provide the Locker with a smooth, graffiti-free, like-new finish.

   e. Prior to application of paint, all rusted areas shall be thoroughly sanded, chemically cleaned, and primed with zinc chromate, red oxide, or other approved equivalent. Barrier coat(s), when needed, shall be part of the priming application.

   f. Number plates shall be removed or masked before refinishing. New plates shall be a minimum 1” high x 2-1/4” wide with 3/8” high-etched numerals held to doors by appropriate sized heavy duty industrial steel pop rivets. Numbering system shall be selected by a school representative before any work is performed.

   g. All locker hardware, and cadmium parts in particular, shall be masked prior to painting.
2. APPLICATION:

Firm prices for the operations listed below should be established. The bid price for finishing shall be the same regardless of whether a smooth or heavy textured finish is desired. When desired, doors, frames, ends, and tops shall have textured finish with locker interior having smooth finish (dual finish).

a. Color selected by school shall not affect bid price. One (1) quart of each color for each room/hall shall be left with contract manager on the occasion of the successful final inspection.

b. A run-free minimum two (2) mil thickness of Inviranamel 2.8 V.O.C, Electrostatic Alkyd Enamel, manufactured by Accessa Coating Solutions, or approved equivalent, shall be applied via an electrostatic airless spray process. Any substitution must be approved by the project manager and or designated representative.

3. FINISH COATING:

Color of finish coat shall not be a factor in pricing and will be established by the owner, at the time of site inspection prior to assignment of project.

a. All coatings shall be applied by means of an industry approved airless electrostatic process. The coating shall be applied in sufficient quantity so as to achieve total coverage.

b. Total coverage shall be defined as application of a sufficient number of coats in even applications to totally mask the subsurface. All coatings shall be run free.

c. The material used as the finish coat for lockers shall be Inviranamel 2.8 V.O.C. Electrostatic Alkyd Enamel, or an acceptable equal.

d. All walls and locker bases adversely affected by the contractor’s operation shall be repaired to match existing finishes.

D. CHEMICAL COATINGS: If submitting a bid based on chemical coating(s) other than Inviranamel 2.8 V.O.C. Electrostatic Alkyd Enamel, bidder(s) shall submit, with the bid document, the manufacturer’s technical information data of the chemical coating(s) proposed to substantiate that it is equivalent, or superior, to the characteristics and specifications of Inviranamel 2.8 V.O.C, Electrostatic Alkyd Enamel. Failure to supply this data with the bid may be grounds for rejection of the bid.

E. REMOVAL AND DISPOSAL OF LOCKERS: When lockers are in such poor condition that it is not feasible to repair or refinish them, the option of disposing of them will be considered. If DCPS desires to retain these lockers, they will be stored, or stacked, safely on site for prompt removal by school board personnel. If DCPS elects not to retain these lockers, they become the property of the contractor and will require prompt removal.

F. LOCKER MAINTENANCE REQUEST/SURVEY REPORT: Attachment - A shall be provided to the DCPS Contract Coordinator for prior approval and inspection of the scope of work being requested. The form should be filled out in its entirety and emailed or faxed to the Contract Coordinator for approval.
For purposes of evaluation, this form will be interpreted as follows:

**Quantity:** is provided for bid evaluation purposes only and does not indicate quantity of work to be ordered.

**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 all-or-none, as indicated on the Bid Proposal Form. All items must be bid for an all-or-none award. Vendor must bid all items to eligible for award.

Failure to respond as requested may result in rejection of bid as non-responsive.

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Item 1 thru 21. will be awarded all-or-none

Bid price should be for a standard locker column, which is 12” wide x 72” high x 15” deep. Furnish supervision, labor, equipment and material (excluding hardware) to provide quality work as per bid specifications and list below.

Replacement locker parts should match the existing manufacture if possible.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity (Col A)</th>
<th>Description</th>
<th>Work Location</th>
<th>Unit Price (Col B)</th>
<th>Total (Equals Col A times B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5</td>
<td>Remove and Replace (R&amp;R) complete frame assembly</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>2.</td>
<td>5</td>
<td>Straighten/adjust frame</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>3.</td>
<td>1</td>
<td>Refinish frame assembly only</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>4.</td>
<td>5</td>
<td>Furnish and install stiffeners</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>5.</td>
<td>20</td>
<td>Install door stiffeners</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>6.</td>
<td>5</td>
<td>Install new hanging hooks</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>7.</td>
<td>10</td>
<td>R&amp;R door stops</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>8.</td>
<td>10</td>
<td>R&amp;R interior shelves</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>9.</td>
<td>10</td>
<td>R&amp;R door</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>10.</td>
<td>10</td>
<td>R&amp;R handle</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>11.</td>
<td>10</td>
<td>R&amp;R latch mechanism</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>12.</td>
<td>10</td>
<td>R&amp;R complete hinge assembly</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>13.</td>
<td>20</td>
<td>R&amp;R number tags</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>14.</td>
<td>5</td>
<td>Refinish door</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>15.</td>
<td>20</td>
<td>Painting interior of locker (all exposed parts)</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>16.</td>
<td>20</td>
<td>Painting exterior of locker (all exposed parts)</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>17.</td>
<td>5</td>
<td>Removal and disposal of locker</td>
<td>Site</td>
<td>$ ___ ea.</td>
<td>$________</td>
</tr>
<tr>
<td>18.</td>
<td>5</td>
<td>Misc. labor not otherwise classified</td>
<td>Site</td>
<td>$ ___ hr.</td>
<td>$________</td>
</tr>
<tr>
<td>19.</td>
<td>5</td>
<td>Inspection charge to any one school</td>
<td>Site</td>
<td>$ ___ call</td>
<td>$________</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity (Col A)</td>
<td>Description</td>
<td>Work Location</td>
<td>Unit Price (Col B)</td>
<td>Total (Equals Col A times B)</td>
</tr>
<tr>
<td>------</td>
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<td>--------------</td>
<td>--------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>20.</td>
<td>5</td>
<td>Minimum charge per service call to any one school</td>
<td>Site</td>
<td>$____ call</td>
<td>$____________</td>
</tr>
<tr>
<td>21.</td>
<td>$100</td>
<td>Mark-up for parts furnished by vendor ($100 times Mark-up %) (amount should reflect mark-up only, does not include $100)</td>
<td>Site</td>
<td>______ %</td>
<td>$100 multiplied by Mark-up % $______</td>
</tr>
</tbody>
</table>

**TOTAL BID ITEMS 1 Thru 21.** $__________
REFERENCES
Contractor shall submit with bid three (3) references of completed or ongoing work performed within the last five years that is similar in scope to this bid. Prior work must demonstrate proficiency in sheet metal work and/or locker repair and airless electrostatic painting. **Bids received without references will be considered non-responsive.** See Special condition #14

1) Organization: _______________________________________________________________
   Address: ___________________________________________________________________
   Organization Point of Contact: ______________________ Phone: ___________________
   Email address: _____________________________________________________________
   Approx. amount of contract $ _______________________________________________
   Year(s) contract was active: _________________________________________________
   Type of work performed: _____________________________________________________

2) Organization: _______________________________________________________________
   Address: ___________________________________________________________________
   Organization Point of Contact: ______________________ Phone: ___________________
   Email address: _____________________________________________________________
   Approx. amount of contract $ _______________________________________________
   Year(s) contract was active: _________________________________________________
   Type of work performed: _____________________________________________________

3) Organization: _______________________________________________________________
   Address: ___________________________________________________________________
   Organization Point of Contact: ______________________ Phone: ___________________
   Email address: _____________________________________________________________
   Approx. amount of contract $ _______________________________________________
   Year(s) contract was active: _________________________________________________
   Type of work performed: _____________________________________________________