

AGENDA

SPECIAL SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

July 14, 2020

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

2. BUDGET AND FINANCIAL

- a. School Board Truth In Millage (TRIM) Timetable – **SEE PAGE #2**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Propose Tentative Budget for Advertisement – **SEE PAGE #3**

ACTION REQUESTED: The Superintendent recommends approval.

3. SCHOOL FACILITY/PROPERTY

- a. Request to Announce the Intent to Pre-Qualify Contractors – **SEE PAGE #4**

Fund Source: Varies by project but could be from state, federal, grant, insurance or FEMA

Amount: Varies by project but not to exceed \$2,000,000.00 per project

ACTION REQUESTED: The Superintendent recommends approval.

- b. Contract for Continuing Services for Roofing and Roofing Repairs – **SEE PAGE #6**

Fund Source: General Fund and Capital Projects Fund

Amount: Varies by Project

ACTION REQUESTED: The Superintendent recommends approval.

4. EDUCATIONAL ISSUES

- a. School Reopening for the 2020 - 2021 School Year – **SEE PAGE #40**

ACTION REQUESTED: The Superintendent recommends approval.

5. STATUS UPDATE ON SCHOOL REOPENING FOR 2020 - 2021

6. SCHOOL BOARD REQUESTS AND CONCERNS

7. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: July 14, 2020

TITLE OF AGENDA ITEMS: School Board Truth in Millage (TRIM) Timetable

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the Truth in Millage (TRIM) timetable with the following key dates:

Action	Date	Description
Board Meeting	July 14, 2020	Superintendent sends the tentative budget to the Board for approval and Board approves tentative budget for advertising
Newspaper Ads	July 21, 2020	School District advertises its intent to adopt a tentative budget and millage rates, including proposed millage for capital outlay projects
Board Meeting	July 28, 2020	Public hearing on the tentative budget and millage, adopting the tentative millage rates and tentatively announcing the percentage the millage rates exceed the roll-back rate, if applicable
Board Meeting	September 8, 2020	Hold a public hearing on the final budget and millage rates. Approve AFR for submission to the FDOE

Each of the board meetings would begin at 6:00 p.m.

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2b

DATE OF SCHOOL BOARD MEETING: July 14, 2020

TITLE OF AGENDA ITEMS: Propose Tentative Budget for Advertisement

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Request Permission to Advertise for Tentative Budget Hearing

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: July 14, 2020

TITLE OF AGENDA ITEM: Request to Announce the Intent to Pre-Qualify Contractors

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: The State Requirements for Educational Facilities (SREF) 4.1 and FS 1013.46 require the Board to announce its intent to pre-qualify contractors to serve as Construction Managers (CM) at a public meeting. This will be done on an annual basis for projects estimated to cost up to \$2,000,000. The Board shall make available to any interested contractor the pre-qualification packet. After the evaluation process is complete, a recommendation of qualified contractors will be submitted to the Board for final acceptance. This request is to approve the process to pre-qualify Construction Managers for the period of August 26, 2020 through June 30, 2021.

FUND SOURCE: varies by project but could be from state, federal, grant, insurance or FEMA

AMOUNT: varies by project but not to exceed \$2,000,000.00 per project

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered N/A

CHAIRMAN’S SIGNATURE: page(s) numbered N/A

REVIEWED BY: _____



THE SCHOOL BOARD OF GADSDEN COUNTY

35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351
Main: (850) 627-9651 or Fax: (850) 627-2760
www.gcps.k12.fl.us

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

"Putting Children First"

June 30, 2020

MEMORANDUM

To: Roger P. Milton
Superintendent

From: William B. Hunter Jr.
Director of Facilities

Subject: Pre-Qualification of Construction Managers

Description

The State Requirements for Educational Facilities (SREF) require the "Board" to announce its intent to pre-qualify contractors at a public meeting.

Background

In line with SREF 4.1 and FS 1013.46, The Gadsden County School Board intends to pre-qualify Construction Managers (CM). This shall be done on an annual basis for projects estimated to cost up to \$2,000,000.

The Board shall make available to any interested contractor the pre-qualification packet. After the evaluation process is complete, recommendation of qualified contractors shall be submitted to the Board for final acceptance.

Funding

Funding sources may vary from State or Federal funding or grants opportunities to insurance or FEMA awards.

Recommended Action

Approve the process to pre-qualify Construction Managers for the period of August 26, 2020 through June 30, 2021.

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Tyrone D. Smith
DISTRICT NO. 5
QUINCY, FL 32351

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3b

DATE OF SCHOOL BOARD MEETING: July 14, 2020

TITLE OF AGENDA ITEM: Contract for Continuing Services for Roofing and Roofing Repairs

DIVISION: Facilities and Finance Departments

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested to extend the agreement for district-wide services for roofing and roofing repairs for the 2020-2021 fiscal year with the vendor Southland Rowe Roofing, Inc. This agreement for continuing services was awarded as RFQ No. 2019-0001.

FUND SOURCE: General Fund and Capital Projects Fund

AMOUNT: varies by project

PREPARED BY: William Hunter and Bonnie Wood

POSITION: Facilities Director and Finance Director



DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY

William B. Hunter
Superintendent

William B. Hunter
Director of Facilities
805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795
E-mail: hunterw@gcpsmail.com

June 30, 2020

Mr. Ruben R Rowe, III, President
Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

Dear Mr. Rowe,

In preparation for the upcoming fiscal year, we are contacting you in reference to *RFQ No. 2019-0001 Continuing Services for Roofing and Roofing Repairs*. We would like to extend this agreement, pending School Board approval, through the 2020-2021 fiscal year providing the same service and cost as noted in the original agreement (see attached Agreement dated 11/22/19). Please review the specifications and terms of your original agreement, provide your response and return this letter to my office as soon as possible. This response can be provided by mail or fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 2019-0001 with Agreement dated 11/22/19) starting July 1, 2020 through June 30, 2021.

I do not wish to extend this agreement for the 2020-2021 fiscal year.

Signature

06/30/2020

Date

We anticipate this extension request being placed on the agenda for the July 2020 School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,

Andrea Lawson
Purchasing Agent

AL/aeo

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
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Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Tyrone D. Smith
DISTRICT NO. 5
QUINCY, FL 32351

**AGREEMENT
FOR
CONTINUING SERVICES FOR ROOFING AND ROOFING REPAIRS**

THIS AGREEMENT, effective this 22 day of November, 2019 by and between the GADSDEN COUNTY SCHOOL BOARD (hereinafter referred to as the "Owner"), and SOUTHLAND ROWE ROOFING, INC. (hereinafter referred to as the "Contractor"). From RFQ 2019-0001

WITNESSETH

WHEREAS, the Owner wishes to employ the services of the Contractor to provide continuing roofing services; and

WHEREAS, the Owner has given public notice of the services to be rendered pursuant to this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the policies and procedures of the Owner; and

WHEREAS, any differences that may exist between the Agreement and RFQ, the more stringent or of greater value to the district shall take precedence, and

WHEREAS, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree:

**SECTION 1
Services to be provided by the Contractor**

The Contractor hereby agrees to perform general roofing services, including, but not limited to, replacement and/or repairs of bituminous, single-ply or metal panel roofing systems, metal decks, non-structural light weight concrete decks, roof deck insulation, flashings, copings, equipment curbs, termination points, expansion joints, roof drains and flashing, and associated roofing accessories, metal flashing or other roofing systems and components and other work normally associated with roofing, as well as waterproofing, skylight, and other moisture proofing repairs for structures and other work normally associated with roofing for the Owner, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Owner is not obligated to obtain such services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed \$200,000, or such other amount below that sum as may be established by the Owner, and for which the Owner elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, the contractor may also be utilized for projects for which roofing costs exceed \$200,000.

Page 1 of 6



Projects shall be approved based on written proposal which shall include by reference the RFP number that is referenced by this Contract Document attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Owner is not obligated to utilize the services of the Contractor for any particular project within the District, and the Owner is entitled to seek competitive bids or proposals through open advertisement for any work. Additionally, nothing herein is intended to prohibit the Contractor from submitting bids or proposals on any projects for which the Owner seeks competitive bids or proposals through open advertisement.

**SECTION 2
Compensation for Services**

Compensation for services provided under this agreement shall be as established in the proposal price sheet that was included in the RFP response. Any changes from the accepted pricing must be written and agreed to by both parties.

**SECTION 3
Notices**

All notices required to be given by the Owner to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to:

Mr. Ruben Rowe, III
Southland Rowe Roofing, Inc.
1843 Commerce Blvd.
Midway, FL 32343

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to:

Mr. William Hunter
Director of Facilities
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

Either party may change its address for purposes of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

**SECTION 4
Term**

The term of this Agreement shall be for a period of one (1) year from the *date* first written above. The Owner, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.



**SECTION 5
Performance and Payment Bonds**

If required, a Performance Bond and a Payment Bond for the total Contract Price, will be required for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with power of attorney attached.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

- a. **Qualification - Management and Strength:** For Contracts in which the Contract Sum exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
- b. **Bonding Limit – Any one risk:** The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

**SECTION 6
Insurance**

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance. Additionally, the Owner's Statement of Agent or Broker shall accompany each Certificate of insurance.

<u>Type of Policy</u>	<u>Limits</u>
Commercial and Contractual General Liability	\$5,000,000
Maximum deductible or self-insured retention	\$10,000
Automobile Liability:	\$5,000,000
Maximum deductible or self-insured retention	\$10,000
Workers Compensation and Employer's Liability:	Statutory Limit
	\$500,000 each accident
	\$500,000 disease-policy limit
	\$500,000 disease-each employee



SECTION 7 Termination

The Owner may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Owner shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Owner such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Owner, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Owner. The Contractor shall be compensated by the Owner for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Owner. There is no entitlement to anticipatory profits, unless agreed to by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Owner.

The Owner may also terminate the Agreement for cause if it determines that the Contractor has:

- 1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,
- 2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as *may* be rejected as unacceptable or unsuitable,
- 3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,
- 4) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,
- 5) made an assignment for the benefit of creditors,
- 6) failed to make timely payments to any Subcontractor or Supplier without good cause,
- 7) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,
- 8) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,
- 9) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond *is* determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Owner. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the In the following paragraph,
- 10) otherwise breached a material term of this Agreement.



When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Owner (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Owner), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Owner may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written.

(Notary Seal)

GADSDEN COUNTY SCHOOL BOARD

Ronald Milton

Superintendent

Andrew Lewis

Board Chair

SOUTHLAND ROWE ROOFING, INC

[Signature]

Authorizing agent

President

Title

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____, who is personally known to me or who has
produced _____ as identification.

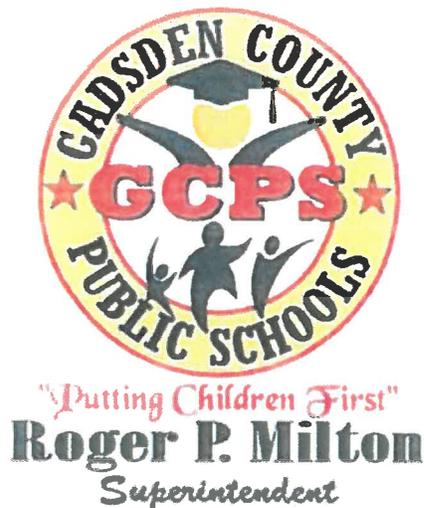
[Signature]

EXHIBIT “A”

Gadsden County School Board

Request for Proposals (RFP)

Continuing Services for Roofing and Roofing Repairs



District Wide, Gadsden County Florida

Date Issued: 9/13/2019

Date Due: 10/9/2019

RFQ Number: 2019-0001

GCS's Purchasing Department Attn: Bonnie Wood

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287, E-mail: woodb@gcpsmail.com

ADVERTISEMENT

**The Gadsden County School Board
Is seeking Proposals**

**for a continuing services contract for Minor Roofing and Roofing Repairs.
These services shall be District wide requested on an as needed basis.**

The School Board of Gadsden County, Quincy Florida, invites qualified Roofing Contractors to submit Sealed proposals for the above referenced services with the intent of securing a continuing services contract.

Proposers must possess the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Possess experience in K-12 educational facilities
4. Adequately staffed to meet District needs
5. Properly licensed and insured
6. Financially stable
7. Ability to diagnose and repair a wide variety of roofing systems that include but are not limited to, buildup, asphalt shingles, modified bitumen, metal.

An RFP package may be downloaded off the Gadsden County Schools' web site, www.gcps.k12.fl.us. Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the proposal package to be responsive.

There will be no mandatory pre-submission conference or site visit for this RFP. Roofing Contractors wishing to tour district sites may do so by scheduling visits through the Facilities Department. E-mail Bill Hunter; hunterw@gcpsmail.com.

Proposals shall be delivered to the Gadsden County School's purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building or a PDF version e-mailed to woodb@gcpsmail.com by **1:45 pm**, on **10/9/2019**. Proposal will be opened on **10/9/2019** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP.

Please direct all questions to: The Purchasing Department of Gadsden County Schools
Attn: Bonnie Wood, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351
Office: **(850) 627-9651** ext 1222, E-mail: woodb@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>9/13/2019</u>	<u>6:00 pm</u>
Last day for written inquiries	<u>9/20/2019</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>9/23/2019</u>	<u>5:00 pm</u>
Proposal due date	<u>10/9/2019</u>	<u>1:45 pm</u>
Proposal opening	<u>10/9/2019</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>10/9/2019</u>	<u>3:00 pm</u>
Anticipated recommendations to the Board	<u>10/22/2019</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS**PART 1 – GENERAL CONDITIONS**

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through Gadsden County School's (GCS's) Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this Request, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts.
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
- A If you are not a registered GCS vendor, you will need to complete the W-9 form and return it to GCS Purchasing office.
- B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your existing number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to proposers that are not registered.
- A Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
- A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- B. Purchases \$15,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
- A. All proposers will check in with the Facilities Office before arriving at any of GCS sites.

- B Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
 - C **Contact, communication, videotaping, or photographs of students or staff is strictly prohibited.**
 - D Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E District personnel are not authorized to interpret, clarify, or modify the Request in any way.
 - 1 All interpretations, clarifications, or modifications shall be by means of an addendum issued from GCS's purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A Examined all Documents thoroughly.
 - B Visited the site(s) to familiarize themselves with local conditions that may affect cost, progress, or performance in providing the services.
 - C Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the request shall be submitted only through GCS's Purchasing Office who will log and forward for written clarifications
- A All answers will be by addenda. Only questions answered by formal written Addenda issued by GCS's Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments:** The Owner reserves the right to revise or amend the Request prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of Proposals may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

- 1.12 **Insurance:** Insurance is required for all projects with the District
- A. Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
- 1 **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
 - a All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
 - 2 **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions
- 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
- A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
- 1.16 **Public Entity Crimes:** 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 a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

- 1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the Gadsden County School Board to contract with your company. By responding to this Invitation to Bid, you agree to abide by all Gadsden County School Board policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department @ 850-627-9651

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept to check verification by provide a copy of the badge or social security number of

the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**

- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their Proposal.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the

contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.

1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** Proposal's must contains an original manual signature of an authorized representative. Failure to properly sign the Proposal may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the Proposal.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete, signed Proposal. If submitting by e-mail, the proposal must be in PDF formatting, locked, complete and signed.
- 1.28 **Preparation Costs:** GCS shall not be liable for any expenses incurred in connection with the preparation of a response to this Request.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this Proposal and the resulting contract. No outside terms and conditions will be considered unless approved by GCS.

- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each Proposal as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or Modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119 07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon acceptance of properly documented invoice
- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

- 1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

PART 2 – REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**
- A. **Cover Page: (2 point)** The cover page shall identify
1. Company Name
 2. Due date and time
 3. RFP number
 4. The Owner's name, Gadsden County School Board

- B **Tab 1 – Letter of Transmittal: (10 points)** Provide the Firms name, Principal's name, business address and phone number. Give a brief description of services being requested (this demonstrates to the owner the intent of the Request is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.
- C **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.
1. Each project description shall include:
 - a Identify firm's team that worked on the project and at what capacity
 - b Include name of project owner with contact information that shall include address of project, contact name, phone number and e-mail address.
 - c List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
 - d List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.
- D **Tab 3 – License: (25 points) Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each key person of the GCPS team. It shall be required the at least one principal officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.
- E **Tab 4 – Penalties, Litigation and Bankruptcy: (10 point)** Indicate whether the firm has been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.
- F **Tab 5 – Insurance: (5 points)** Provide a copy of all current certificates of insurance.
- G **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.
- H **Tab 7 – Bonding: (10 points)** Provide a letter of intent from a surety company acknowledging the maximum amount the firm may be bonded for.
- I **Tab 8 – Addendum to Bid: (5 points)** Print and sign all addenda.
- J **Tab 9 – Mandatory Forms: (3 points)** Include a signed copy of each

1. "List of Sub-Contractors",
 2. "Drug Free work place",
 3. "Public Entity Crimes Form",
 4. "Minority and Woman Owned Businesses Form",
 5. "Debarment Certification Form",
 6. "Conflict of Interest Form",
 7. "Vendor Registration form with a W-9".
- 2.2 Once all copies of the proposals are bound and ready to submit, (stapling is acceptable for smaller RFPs) they should be inserted into an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the container. A label has been provided herein to assist with proper identification.

PART 3 – CONTRACTOR REQUIREMENTS

- 3.1 Neither the RFP nor Letter of Agreement are a guarantee of work from GCS. No work should commence without the issuance of a PO.
- A. **Exception:** Emergency repairs can be authorized by the district without a PO. The contractor should confirm receipt of e-mail from the Director of Facilities authorizing them to proceed in such case. In these cases, payment will be made from the invoice.
- 3.2 **Labor:** Labor shall be billed to the District based on the hourly rates submitted on the bid price sheet of the Proposal. The hourly rate shall include full compensation for labor, equipment operators, travel time, and any other costs (including overhead and profit). The rate is straight time for all labor except as otherwise noted herein.
- A. When requested and approved by the owner, overtime pay shall be permitted. In those cases, where the contractor's employee works in excess of forty hours and on official holidays, then the District will authorize payment of one and a half times the agreed upon labor rate.
- 3.3 **Subcontractors:** If the Contractor subcontracts any portion of a project for any reason, he must state the name and address of the subcontractor and the name of their contact person on the estimate.
- A. Subcontractors may only be utilized with prior approval from GCS' Director of Facilities.
- B. GCS reserves the right to reject any proposal that names a subcontractor who has previously failed to deliver on time, contracts of similar nature, or who is not in a position to properly perform this award.
- C. The contractor is encouraged to utilize MBE certified subcontractors when possible.
- 3.4 **Materials and Equipment:** The District shall pay only fair market prices for materials. The Contractor shall be reimbursed at invoice cost. A markup shall be paid on material

invoices only. **Markup shall not exceed 20%**. A copy of the material receipt is to be provided with each invoice.

- A. The awarded contractor will be expected to familiarize themselves with roofing systems utilized throughout the district and either stock common materials or have an agreement with a local supplier to stock materials for same day delivery.
- 3.5 **Equipment Rental:** Equipment Rentals will be billed to the district at cost plus markup. **Markup shall not exceed 20%**. A copy of the rental receipt is to be provided with each invoice.
- 3.6 **Scope of Work:** When called upon, the awarded Contractor shall evaluate and estimate work requested by the owner. The contractor shall then provide the owner a written proposal referencing the continuing services number that will be issued in the letter of acceptance. Once a purchase order is issued, the contractor shall work with the Director of Facilities on approved projects between \$0 to \$200,000,
- A. It is the districts intent to obtain Contracting services from a Florida Licensed Roofing Contractor which has the capability and capacity to perform services such as installation, maintenance, and repairs, for a wide variety of roofing systems as requested on an as needed basis.
- 3.7 **Emergencies:** All roof leaks are critical but when one affects primary functions or creates an uninhabitable environment it's considered an emergency. When required, temporary measures must be initiated to prevent further intrusion until a permanent solution can be done.
- A. The Director of Facilities will identify emergencies and report them to the contractor as such.
- 3.8 **Hurricanes:** The awarded contractor must be adequately staffed and equipped to be able to man one or more sites for post storm roof repairs and cleanup within 3 days of the event. As specified in section 3.4, temporary roofing material must be on hand prior to the event.
- 3.9 **Emergency Response Time:** The awarded Contractor shall guarantee emergency response time of four (4) hours. (With exception to hurricanes).
- A. Response time is calculated from the first call placed until a representative of the Contractor arrives on site.
 - B. Response time may be waived by the Director of Facilities
- 3.10 **Term:** The Continuing Services agreement shall be for one year with the option to renew a year at a time for a maximum of three years.

PART 4 – EVALUATION PROCESS

- 4.1 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

- A. GCS' Purchasing department, as specified in the Schedule of Events, shall publicly opened and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the Director of Facilities.
 - 1 Proposals not meeting mandatory requirements shall not be distributed to the Director for consideration.
- B. The review committee will evaluate and rank all compliant proposals to determine which best meets evaluation criteria based on District needs.



PROPOSAL PRICE SHEET

TO: Gadsden County School Board
 35 Martin Luther King Blvd.
 Quincy, FL 32351

FROM: Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

Vendor ID _____

PROJECT: Continuing Service Agreement for Roofing and Roof Repairs

Gentlemen:

I have received the Request for Proposal numbered "2019-0001" and dated 09/13/2019 as prepared by Gadsden County Schools. I have also received the following Addenda numbers _____ and have included their provisions in my proposal.

After examination of all the Bid Documents, addenda and questions, I'm satisfied with the terms and submit the following hourly rate(s): If more than one rate applies, please include a description of position.

<u>General Roof Labor</u>	<u>\$45.00</u>
<u>Roof Mechanic</u>	<u>\$65.00</u>
<u>Project Foreman</u>	<u>\$75.00</u>
<u>Project Superintendent</u>	<u>\$85.00</u>
<u>Project Manager</u>	<u>\$125.00</u>
<u>Project Executive</u>	<u>\$175.00</u>

By submitting this proposal, I agree:

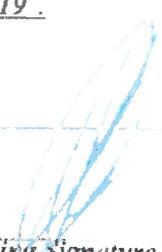
- 1 To the terms and conditions as specified in the above referenced Request for Proposal.
- 2 I acknowledge that by returning the executed letter of acceptance, all Proposal Documents become a binding agreement.
- 3 That issued Purchase Orders are supplemental to the Agreement and do not supersede or modify its content in any way.

1843 Commerce Blvd ★ Midway, FL 32343
 Phone: 850-386-7663 ★ Fax: 850-562-5472
 www.RoweRoofing.com



I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, the GADSDEN COUNTY SCHOOL BOARD, their employees and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9th day of October, A.D., 2019.



Authorizing Signature

(SEAL)

October 9th, 2019

Date

1843 Commerce Blvd ★ Midway, FL 32343
Phone: 850-386-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com



FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
 35 Martin Luther King Jr. Blvd.
 Quincy, Florida 32351

Solicitation Addendum No. 1

Date: October 4, 2019

RFP No. 2019-0001

Project Name: Continuing Services for Roofing and Roofing Repairs

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	Due Date Change.
	A	Replace page 3, SCHEDULE OF EVENTS with new SCHEDULE OF EVENTS, attached.
2	Q	Liquidated Damages-Supplies or Services
	A	See Attachment
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	

[Signature]
 Preparer's Name

10/4/2019
 Date

[Signature]
 Authorizing Agent

10/8/2019
 Date

NOTE: This document must be signed and included with your Bid

1843 Commerce Blvd ★ Midway, FL 32343
 Phone: 850-385-7663 ★ Fax: 850-562-5472
 www.RoweRoofing.com



FORM 09414

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr Blvd
Quincy, Florida 32351

Solicitation Addendum No. 2

Date 10 23 2019

RFQ No. 2019 - 0001

Project Name Roofing & Roofing Repairs Continuing Services

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal.

PRE-BID QUESTIONS and ANSWERS

RFP Document were a to include

A The RFP doesn't specify where the price proposal sheet needs to be so you can have it anywhere but would recommend it being at the end so it's easily found

- 2 Q
- A
- 3 Q
- A
- 4 Q
- A
- 5 Q
- A
- 6 Q
- A
- 7 Q
- A
- 8 Q
- A

Preparer's Name
[Signature]
Author/Red Agent

Date
10/23/19
Date

NOTE: This document must be signed and included with your Proposal

1843 Commerce Blvd ★ Midway, FL 32343
Phone: 850-386-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com



FORM 00415

LIST OF SUBCONTRACTORS

To: Gadsden County Schools
 35 Martin Luther King Jr. Blvd.
 Quincy, Florida 32351

From: Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

This list is an integral part of the proposal.

For the construction of the _____

The undersigned lists below the names of the subcontractors who will perform the phases of the work indicated:

<u>Division</u>	<u>Name of Subcontractor</u>
Concrete	<u>Self Perform</u>
Metal Framing	<u>Nelson & Affiliates</u>
Masonry	<u>Self Perform</u>
Roofing	<u>Self Perform</u>
Hollow Metal	<u>Moore Doors</u>
Aluminum Curtin Walls	<u>Self Perform</u>
Drywall	<u>Nelson/Anderson Flat Boy Drywall</u>
Acoustic Ceiling	<u>Nelson/Anderson</u>
Painting	<u>Marlin Coatings/Universal Coating</u>
Mechanical	<u>Keith Lawson</u>
Plumbing	<u>Keith Lawson</u>
Electrical	<u>Meeks</u>
Communications	<u>Jacksonville Sound</u>
Other	_____
Other	_____

1843 Commerce Blvd ★ Midway, FL 32343
 Phone: 850-388-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com



FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes X N/A

If yes, please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Southland Rowe Roofing, Inc. does:
(Name of Business)

Publish 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.

Inform 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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify 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.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community, by any employee who is so convicted.

Make good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Proposer's Signature

10/09/2019

Date

1843 Commerce Blvd ★ Midway, FL 32343
Phone: 850-386-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com



FORM 00451

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA
STATUTE ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:
Gadsden County School Board. Continuing Services for Roofing and Roofing Repairs.
2. This sworn statement is submitted by, Southland Rowe Roofing, Inc., whose business address is, 1843 Commerce Blvd, Midway, FL 32343, and (if applicable) Federal Employer Identification Number (FEIN) is 20-1692431 (if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is Ruben R. Rowe, III and my relationship to the entity named above is President (title).
4. I understand that a “public entity crime” as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that “convicted” or “convicted” defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment of information after July 1, 1989m as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of the shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for

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fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public crime subsequent to July 1, 1989 AND (please attached a copy of the final order)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
 - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

10/09/2019

Date



PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this/day of April, 2019, and is personally known to me.

STATE OF FLORIDA

COUNTY OF: Gadsden

My Commission expires: 01/17/2023

Notary Public

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FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

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certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. ~~287.0943~~(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance too small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services. It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. ~~775.082~~, s. ~~775.083~~, or s. ~~775.084~~.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4a

DATE OF SCHOOL BOARD MEETING: July 14, 2020

TITLE OF AGENDA ITEM: School Reopening for the 2020-2021 School Year

DIVISION: Administration

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

Board approval for the 2020 – 2021 school year to reopen on August 11, 2020 with students returning in-person or parents can request for student to participate in an innovative learning environment.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Roger P. Milton

POSITION: Superintendent of Schools

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____