



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: 17-407

TITLE

Approval of Award of ITB 2018802 Fencing to Gomez and Son Fence, Corp.

BACKGROUND INFORMATION

Work was solicited via ITB 2018802 for district wide Fence contracting. The ITB was advertised via DemandStar, local newspaper, and the District's website. 140 vendors were sent notices and 8 vendors downloaded plans. Two proposals responses were recieved. These responses were reviewed by a selection committee. The contractor selected for this work was Gomez and Son, Corp. Selection was based on the best priced proposal that met the contract award requirements.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE \$275,000.00

Budget Coding: Projects 7221 and 3114

Requisition Attached? No

CONTRACT INFORMATION

Contract with: Gomez and Son Fence, Corp.

Contract value: NTE \$275,000.00

Budget coding: Projects 7221 and 3114

Contract Purpose / Description: To provide fencing services at MCSD sites including new fences and repairs districtwide.

Contract Originator: Jeff Barrow, 53397, Maintenance Department

Board Meeting Date: March 20, 2018

RECOMMENDATION

Approval of Award of ITB 2018802 Fencing to Gomez and Son Fence, Corp.

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Gomez and Son Fence, Corp. (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from: (insert dates – contract may be for a school year)

March 21, 2018 to March 20, 2019.

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Fencing work including repairs and new fencing per ITB 2018802

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "A"* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ NTE \$275,000.00 to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay

Rev 9/2017

invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

Contractor certifies that a fixed price is not possible at this time because a clear scope of work cannot yet be defined. As soon as a clear scope of work can be defined, as separate contract with a fixed price will replace this contract.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*:

X **General Liability Insurance**

Amount: \$1,000,000.00 and General Aggregate of \$2,000,000.00

 Professional Liability Insurance

Amount:

X **Vehicle Liability Insurance**

Amount: \$1,000,000.00

X **Workers Compensation Insurance**

Amount: Statutory limits and Employers Liability of \$100,000/500,000/100,000

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated

as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith

in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (shown in the System for Award Management in accordance with 2 CFR 180) from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
- (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as

may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
- (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
- (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Records@KeysSchools.com OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision

the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:
Gomez and Son Fencing, Corp.
10805 NW 22nd Street
Miami, FL 33172

25. DAVIS-BACON ACT COMPLIANCE

Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141 through 3148). In accordance with the statute, Contractor shall pay wages not less than once a week. By signing this contract, Contractor accepts the latest wage determination from the U.S. Department of Labor, attached as Exhibit "C", and agrees to comply with same. The MCSB will report all suspected or reported violations to the federal awarding agency.

26. COPELAND "ANTI-KICKBACK" ACT COMPLIANCE

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Dept. of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor or its subcontractors are prohibited from inducing, by any means, any person employed in the contracted work, to give up any part of the compensation to which he or she is otherwise entitled. The MCSB will report all suspected or reported violations to the federal awarding agency.

27. DAVIS-BACON ACT COMPLIANCE

Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141 through 3148). In accordance with the statute, Contractor shall pay wages not less than once a week. By signing this contract, Contractor accepts the latest wage determination from the U.S. Department of Labor, attached as Exhibit "C", and agrees to comply with same. The MCSB will report all suspected or reported violations to the federal awarding agency.

28. DAVIS-BACON ACT COMPLIANCE

Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141 through 3148). In accordance with the statute, Contractor shall pay wages not less than once a week. By signing this contract, Contractor accepts the latest wage determination from the U.S. Department of Labor, attached as Exhibit "C", and agrees to comply with same. The MCSB will report all suspected or reported violations to the federal awarding agency.

29. DAVIS-BACON ACT COMPLIANCE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has

a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

30. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

31. FEMA Funding Acknowledgement and Federal Law Compliance.

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties have executed this Contract on this 20th day of

March, 2018.



SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

March 20, 2018

DATE



SIGNATURE OF SUPERINTENDENT

March 20, 2018

DATE



SIGNATURE OF CONTRACTOR/REPRESENTATIVE

2/27/18

DATE

Caridad Gomez, President

PRINT NAME AND TITLE

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Caridad Gomez, of the City/Township/Parrish of Miami State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: Gomez and Son Fence, Corp. and Nature of services presently being offered to School District: Fencing work District wide including repairs and new fencing per ITB 2018802.

2) I have X have not , at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.

b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.

Various fencing projects for Monroe County School District for approximately the last ten years. Previously awarded district fencing contract.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

2/27/18
Date

[Signature]
(Signature of Authorized Representative)

STATE OF FL
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Caridad Gomez who, being personally known, or having produced as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 27 day of February 2018

[Signature]
NOTARY PUBLIC

July 23, 2020
My commission expires:



Monroe County School District

INVITATION TO BID

ITB 2018802

Fencing



Members of the Board

District # 1

BOBBY HIGHSMITH
Chairman

District # 2

ANDY GRIFFITHS

District # 3

MINDY CONN
Vice-Chairman

District # 4

JOHN R. DICK

District # 5

RONALD A. MARTIN

Mark T. Porter

Superintendent of Schools

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: **ITB 2018802**

SOLICITATION TITLE: **Fencing**

SUBMISSION DUE: **February 16, 2018 at 1:00 PM**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

241 Trumbo Road

Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

ITB 2018802 - Fencing

TABLE OF CONTENTS

Sealed Envelope Label	pg. 2	General Terms and Conditions	pg. 31
Table of Contents	pg. 3	Acknowledgement of Addendum	pg. 38
Introduction	pg. 4	Statement of No Bid	pg. 39
Signature Page for Bid	pg. 5	Contractor Rules	pg. 40
Scope of Work	pg. 6	Debarment Certification	pg. 41
Price Sheets	pg. 9	Identical Tie Proposal	pg. 42
Bid Models	pg. 25	Non-Collusion Affidavit	pg. 43
General Information	pg. 28	Public Entity Crime Statement	pg. 44
- Calendar of Events		Relationship Disclosure Affidavit	pg. 45
- Submittal Requirements		Drug Free Workplace Form	pg. 46
- Conditions and Limitations		High Risk Offenders	pg. 47
- Insurance Requirements		Request for Taxpayer Identification No.	pg. 48
		Vendor Information Sheet	pg. 49

ITB 2018802 – Fencing

INVITATION TO BID

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on February 16, 2018 at 1:00 PM the School Board of Monroe County (the “School District” or “School Board”) will open sealed proposals for the following:

ITB 2018802 Fencing

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com . The public record documents are available on the district web site at www.KeysSchools.com or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, Jessica.Bailey@KeysSchools.com.

All proposals must be received by the Internal Services Department / Purchasing Division on or before February 16, 2018 at 1:00 PM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, two (2) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

**Monroe County School District
Administration Building
Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040**

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

**Suanne C. Lee, CPPO, CPPB, FCRM, RMLO
Director of Internal Services**

Released in Key West, Florida, January 13, 2018

ITB 2018802 - Fencing

***District School Board of Monroe County
Internal Services Department / Purchasing Division***

PROPOSAL FORM

ITB 2018802 - Fencing

BID DUE /BID OPENING DATE/TIME: FEBRUARY 16, 2018 at 1:00PM

***RETURN ONE (1) SIGNED ORIGINAL, TWO (2)
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)
OF THE PROPOSAL. NO OTHER PROPOSAL
FORM WILL BE ACCEPTED***

NAME OF COMPANY

***PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.***

ADDRESS OF COMPANY

PRINT NAME OF AUTHORIZED SIGNATURE

***IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.***

EMAIL ADDRESS

TELEPHONE No.

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 49 inclusive of this Invitation to Bid, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Invitation to Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

Scope of Work

- a) This contract is for new fencing, repair of fencing, demo of fencing, and specific repairs to fencing due to hurricane Irma. It will be awarded by location and will include specifically identified repairs in addition to unit pricing for future unknown repairs as requested by the owner. Due to construction scheduling at some sites, some specific repair items listed may not be done, however, all selected specified repairs must be completed by August 1, 2018. The initial contract will be for one year with the option of up to three additional one year renewals.
 - i) The contractor is to provide all materials, labor and equipment necessary to make needed installations, repairs, or replacement of all sizes of chain link fencing in compliance with Industry Standards by a licensed installer.
 - ii) Response time shall be within twenty-four hours of notification for emergency situations and within seven days for project work.
 - iii) There will be a mandatory walk through meeting at two of the sites. Contractors are required to attend one of the two meetings in order to bid:
 - (1) Meeting 1: Upper Keys Annex, 90050 Overseas Highway, Tavernier, FL 33070 at 9 AM on January 23, 2018.
 - (2) Meeting 2: Sugarloaf School, 255 Crane Boulevard, Sugarloaf Key, FL 33042 at 2 PM on January 23, 2018.
- b) Execution of repairs:
 - i) In many cases the existing fencing can be repaired. If viable please reuse existing fencing and repair. Execution of repairs shall use the same techniques and standards of New Fencing described later in this specification. In all cases the finished repair shall be 100% functional as new save for the age of reused material.
 - ii) Fence leaned over – reset or replace poles. Finished repair will not leave any loose poles. Reattach and retie fence cloth to poles. Repair top and bottom rails if exist. Repair tensioning wire if existing.
 - iii) Tree damaged fence – Remove and dispose of tree remains impacting fence. You may use district dumpster at Maintenance shop or football fields if available. Make repairs as listed in other sections.
 - iv) Repair top rail – Reconnect sections of top rail. Replace missing or damaged sections. Retie fencing to top rail.
 - v) Reset existing street signs – Reset existing pole and sign as close to existing location as possible.
 - vi) If existing fencing cannot be used Remove and Replace with like fencing. All removed materials are to be disposed of by this contractor. Include all labor, equipment, materials, and disposal fees in your pricing.
- c) New materials and fencing:
 - i) All fencing shall be made of 9 gauge galvanized 2" mesh knuckle/knuckle wire or 6 gauge PVC coated as selected by the district.
 - ii) All fence line post, top rail, bottom rail, bracing and corner post shall be schedule 40 galvanized pipe
 - iii) All corner will be 3" diameter, all line post shall be 2" diameter and all top and bottom rails will be 1 5/8" diameter.
 - iv) All fencing will be installed with top rail and tension wire with wire tied every 16" on center on the top. All fencing above 8' will be installed with a middle rail tied every 16" on center.
 - v) Fence ties shall be heavy duty requiring tools to tie or untie.
 - vi) All line post will be concreted into the ground with a minimum hole size of 9" diameter and 24" depth. Concrete will either be 3000 PSI ready mix or high strength bag mix. Concrete will not exceed a 5 inch slump after mixed or from the truck. It will slope away from posts at ¼ inch per foot minimum

ITB 2018802 - Fencing

- vii) All post will be capped and spaced no more than eight feet apart
- viii) All gates 4-6' in length shall have 3" terminal post on both ends with bracing with a minimum hole size 9" diameter and 30" deep filled with concrete.
- ix) All gates 6-13' in length shall have 4" terminal post on both ends with bracing with a minimum hole size of 12" diameter and 30" deep filled with concrete.
- x) All gates 13' and up shall have 6 5/8" terminal post on both ends with bracing with a minimum hole size of 12" diameter and 48" deep filled with concrete.
- xi) Follow terrain so fencing maintains no more than a small gap at the bottom at most, any questions regarding slope of fence, contact Maintenance Department Management.

d) Coordination:

- i) Project working hours are to be coordinated with the school office. The project cannot disturb the any planned school activities. The office will make every attempt to move children out of the areas where work is being performed. It is the responsibility of the contractor to coordinate the schedule with the office.
- ii) When a new project is started district personnel will contact this contractor to meet at the job site and review the work. All job estimators, project managers, and field foremen involved in this project must be able communicate with the owner verbally and in writing using English. After reviewing the job a price shall prepared based on the unit prices submitted in this ITB. This price shall be sent to the district via a proposal so that the district can secure a Purchase Order. Work may begin once the contractor receives a Purchase Order.
- iii) Foreman must be capable of supervision the labor force provided by the contractor. The owner will communicate with the Foreman the expectations and time constraints of each project. The Foreman shall direct the laborers in the execution of the work. This foreman must be able to communicate verbally and in writing in English. Repeated unsatisfactory job performance will be considered justification for cancellation of the contract. The Foreman is to remain on the jobsite supervising at all times work is being conducted by the labor crew.
- iv) All lifting work shall be coordinated in such a manner that children are not in the building. A safe work site shall be maintained by marking off the area where the lift is to be made, or the lifts are to be made when the children are not in school.
- v) Payment shall be made only for work in place or materials stored at the job site. Progress pay may occur on larger jobs. Bills may be submitted as major milestones are achieved. The owner may adjust billed amounts if an over billing situation occurs. The owner will withhold 10% retainage until the project is 100% complete.

e) Qualifications:

- i) The contractor must be licensed Fencing Contractor licensed to work in Monroe County. Submit documentation of this with response. Occupational licensing is also required from any municipality in the State of Florida.
- ii) Only companies whose primary line of work is fencing may apply to this solicitation. Provide proof with your proposal that fencing is your primary line of work.
- iii) Insurance as listed in this specification. Provide proof of insurance with your bid proposal.
- iv) All work shall be done by direct employees of the responding company. Temporary help, day labor, and subcontractors are not permitted.
- v) All work shall be executed by workers whose primary line of work is fencing.

f) Call Out Service:

- i) Job requires priority support by the contractor. The maximum allowable response to have a mechanic on site will be 24 hours.

ITB 2018802 - Fencing

- ii) Time begins after the school district has contacted the contractor with a Work Order (WO) request.
- iii) Checking in and out of the office is a mandatory requirement while schools are in session
- iv) Normal hours shall be 8am – 5pm, Monday through Friday.
- v) All bills shall be sent to the Maintenance Offices by Email to the appropriate maintenance office.

g) Pricing - Bid Models:

- i) Pricing shall be done for each geographic area and the lowest price (based on the attached bid models) for each area will be awarded. Vendors may bid on one or all areas. The Lower Keys will include schools and facilities from the seven mile bridge to Key West. The Middle Keys will include schools and facilities located from the seven mile bridge up to the Long Key Bridge. The Upper Keys shall include schools and facilities north of the Long Key Bridge up through Mile Marker 108.
- ii) The same contractor can be awarded multiple areas if they are the low bidder. Please complete the pricing of the bid model for each area where you submitted pricing.

h) Bid Requirements:

- i) All signature pages from this bid document, signed and notarized (if required).
- ii) Proof that fencing is your primary line of work, copies of required licenses, and proof of insurance at specified levels.
- iii) Price Sheets/Bid Models for each area being bid

Price Sheets

To provide all materials, labor and equipment necessary to install all sizes of chain link fencing in compliance with Industry Standards by a licensed installer. Response time shall be within twenty-four hours of notification for emergency situations and within seven days for project work.

UNIT PRICES

1.	<u>4' Fence per linear foot</u>	<u>9 ga. Galv.</u>	<u>6 ga PVC coated</u>
a.	Upper Keys	\$_____	\$_____
b.	Middle Keys	\$_____	\$_____
c.	Lower Keys	\$_____	\$_____
d.	Discount if more than 200' of fencing is done.	_____%	_____%

2.	<u>5' Fence per linear foot</u>	<u>9 ga. Galv.</u>	<u>6 ga PVC coated</u>
a.	Upper Keys	\$_____	\$_____
b.	Middle Keys	\$_____	\$_____
c.	Lower Keys	\$_____	\$_____
d.	Discount if more than 200' of fencing is done.	_____%	_____%

3.	<u>6' Fence per linear foot</u>	<u>9 Ga. Galv.</u>	<u>6 Ga. PVC coated</u>
a.	Upper Keys	\$_____	\$_____
b.	Middle Keys	\$_____	\$_____
c.	Lower Keys	\$_____	\$_____
d.	Discount if more than 200' of fencing is done.	_____%	_____%

4.	<u>8' Fence per linear foot</u>	<u>9 ga. Galv.</u>	<u>6 ga. PVC coated</u>
a.	Upper Keys	\$_____	\$_____

ITB 2018802 - Fencing

- | | | |
|---|---------|---------|
| b. Middle Keys | \$_____ | \$_____ |
| c. Lower Keys | \$_____ | \$_____ |
| d. Discount if more than 200' of fencing is done. | _____% | _____% |
-

- | | | | |
|---|---|--------------------|-------------------------|
| 5. | <u>10' Fence per linear foot</u> | 9 ga. Galv. | 6 ga. PVC coated |
| a. Upper Keys | | \$_____ | \$_____ |
| b. Middle Keys | | \$_____ | \$_____ |
| c. Lower Keys | | \$_____ | \$_____ |
| d. Discount if more than 200' of fencing is done. | | _____% | _____% |
-

- | | | | |
|----------------|--|--------------|-------------------|
| 6. | Price per linear foot if bottom rail is requested instead of tension wire | Galv. | PVC coated |
| a. Upper Keys | | \$_____ | \$_____ |
| b. Middle Keys | | \$_____ | \$_____ |
| c. Lower Keys | | \$_____ | \$_____ |
-

NOTE: GATE PRICE SHOULD BE PER GATE. Gates will be for 4, 5, or 6' fencing. Larger gates will be priced separate from this agreement.

Gates in 4, 5, or 6' fencing:

- | | | | |
|----------------|----------------------------------|--------------|-------------------|
| 7. | Up to 6' Opening per gate | Galv. | PVC coated |
| a. Upper Keys | | \$_____ | \$_____ |
| b. Middle Keys | | \$_____ | \$_____ |
| c. Lower Keys | | \$_____ | \$_____ |
-

- | | | | |
|----|-----------------------------------|--------------|-------------------|
| 8. | Up to 13' Opening per gate | Galv. | PVC coated |
|----|-----------------------------------|--------------|-------------------|

ITB 2018802 - Fencing

- | | | |
|----------------|---------|---------|
| a. Upper Keys | \$_____ | \$_____ |
| b. Middle Keys | \$_____ | \$_____ |
| c. Lower Keys | \$_____ | \$_____ |
-

9. Up to 20' Opening per gate

Galv. PVC coated

- | | | |
|----------------|---------|---------|
| a. Upper Keys | \$_____ | \$_____ |
| b. Middle Keys | \$_____ | \$_____ |
| c. Lower Keys | \$_____ | \$_____ |
-

Repair Unit Prices:

Upper Keys Middle Keys Lower Keys

- | | | | |
|--|---------|---------|---------|
| Resetting fence posts, each | \$_____ | \$_____ | \$_____ |
| Resetting street signs, each | \$_____ | \$_____ | \$_____ |
| Replacement of 4' to 6' fence post, each | \$_____ | \$_____ | \$_____ |
| Replacement of 8' to 12' fence post, each | \$_____ | \$_____ | \$_____ |
| Repair of existing top rail, per 10' | \$_____ | \$_____ | \$_____ |
| Replacement of galv. top rail, per 10' | \$_____ | \$_____ | \$_____ |
| Replacement of Vinyl coated top rail, per 10' | \$_____ | \$_____ | \$_____ |
| Re-tie fence cloth to posts and rails, per linear foot | \$_____ | \$_____ | \$_____ |
| Removal and disposal of fencing 4' to 6', per linear foot | \$_____ | \$_____ | \$_____ |
| Removal and disposal of fencing 7' to 12', per linear foot | \$_____ | \$_____ | \$_____ |

ITB 2018802 - Fencing

Key Largo School

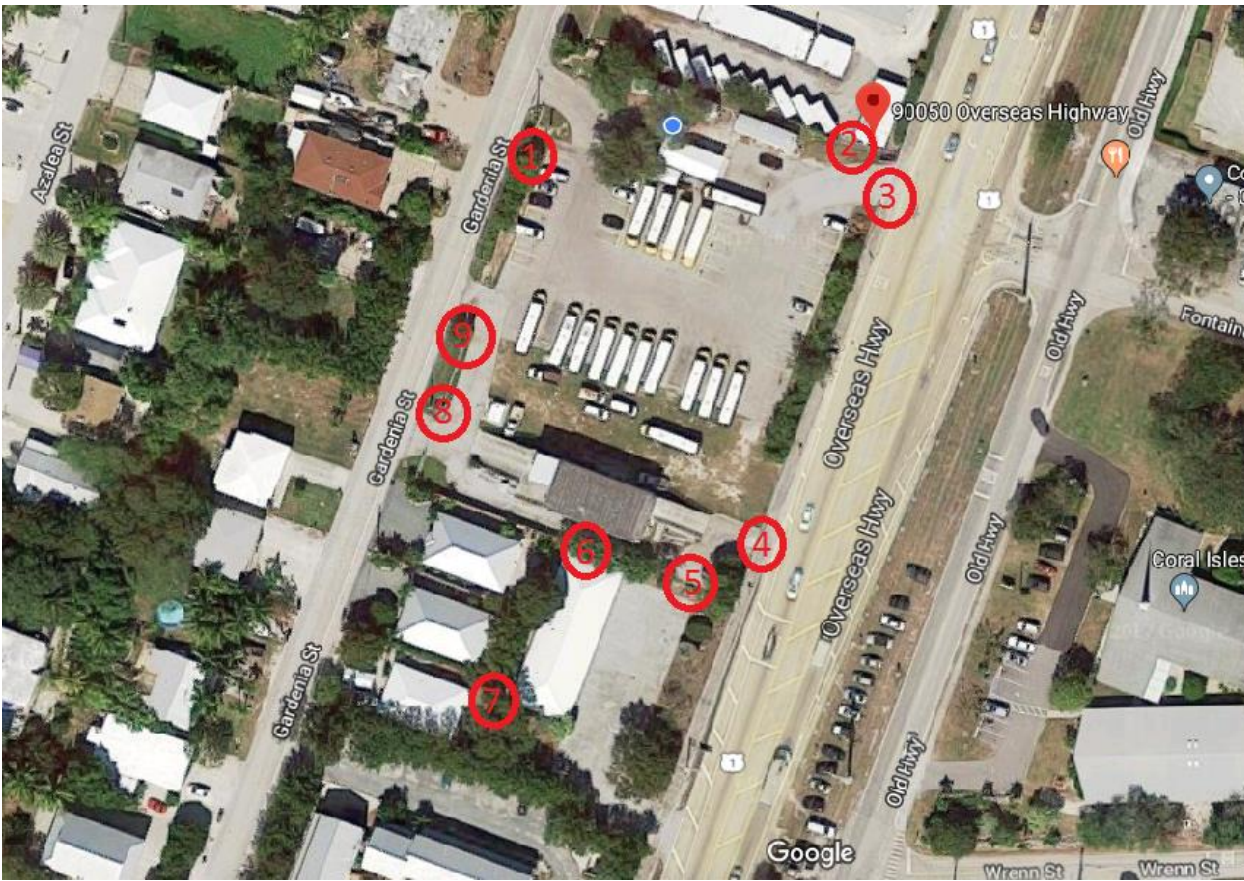
Area 1 ~160' of 4' black fence leaned over	\$ _____
Area 2 ~30' of 4' black fence leaned over	\$ _____
Area 3 ~40' of 8' fence tree damaged	\$ _____
Area 4 ~40' of fence tree damaged	\$ _____
Area 5 ~30' of fence tree damaged	\$ _____
Area 6 ~10' of top rail	\$ _____
Area 7 ~10' of top rail	\$ _____
Area 8 ~30' of fence tree damaged	\$ _____



ITB 2018802 - Fencing

Admin Annex Site 90050 Overseas Highway, Tavernier

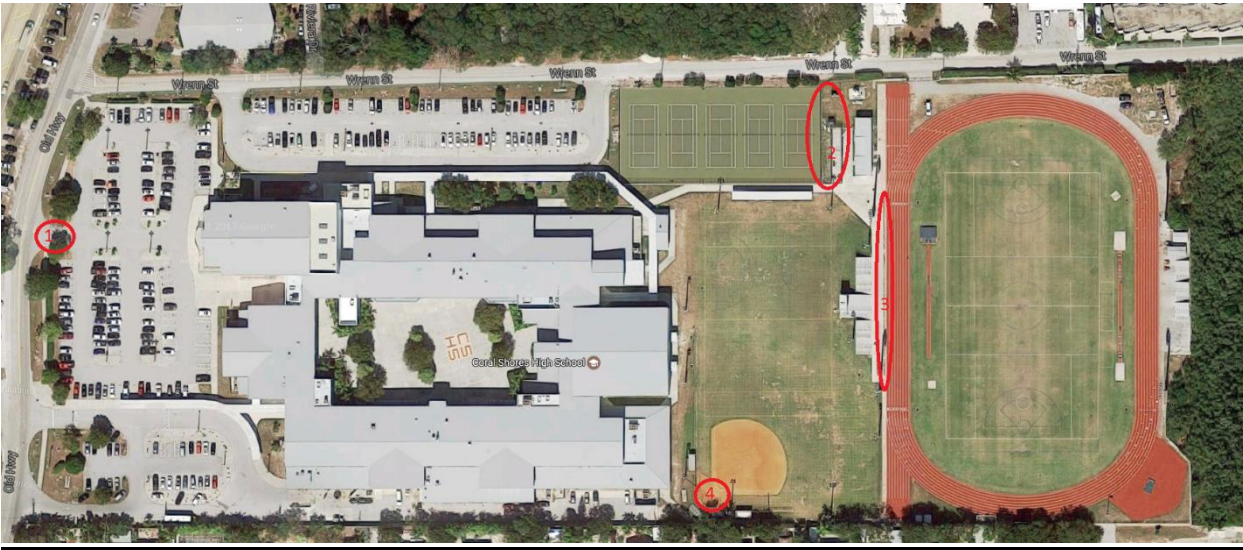
Area 1 ~40' of 6' galv. fence leaned over	\$ _____
Area 2 ~40' of 6' galv. fence leaned over	\$ _____
Area 3 Repair Gate	\$ _____
Area 4 Repair Gate	\$ _____
Area 5 ~10' of top rail	\$ _____
Area 6 ~20' of top rail	\$ _____
Area 7 ~20' of top rail	\$ _____
Area 8 ~10' of 6' galv. fence and gate damaged	\$ _____
Area 9 ~30' of 6' galv. fence leaned over	\$ _____



ITB 2018802 - Fencing

Coral Shores High School

Area 1 Reset signage at all driveways	\$ _____
Area 2 Repair Tennis court and batting cages	\$ _____
Area 3 ~200' of 4' fence loose poles and ties	\$ _____
Area 4 repair foul ball net at Softball field	\$ _____
Area 5 Repair foul ball net at Founders Park	\$ _____



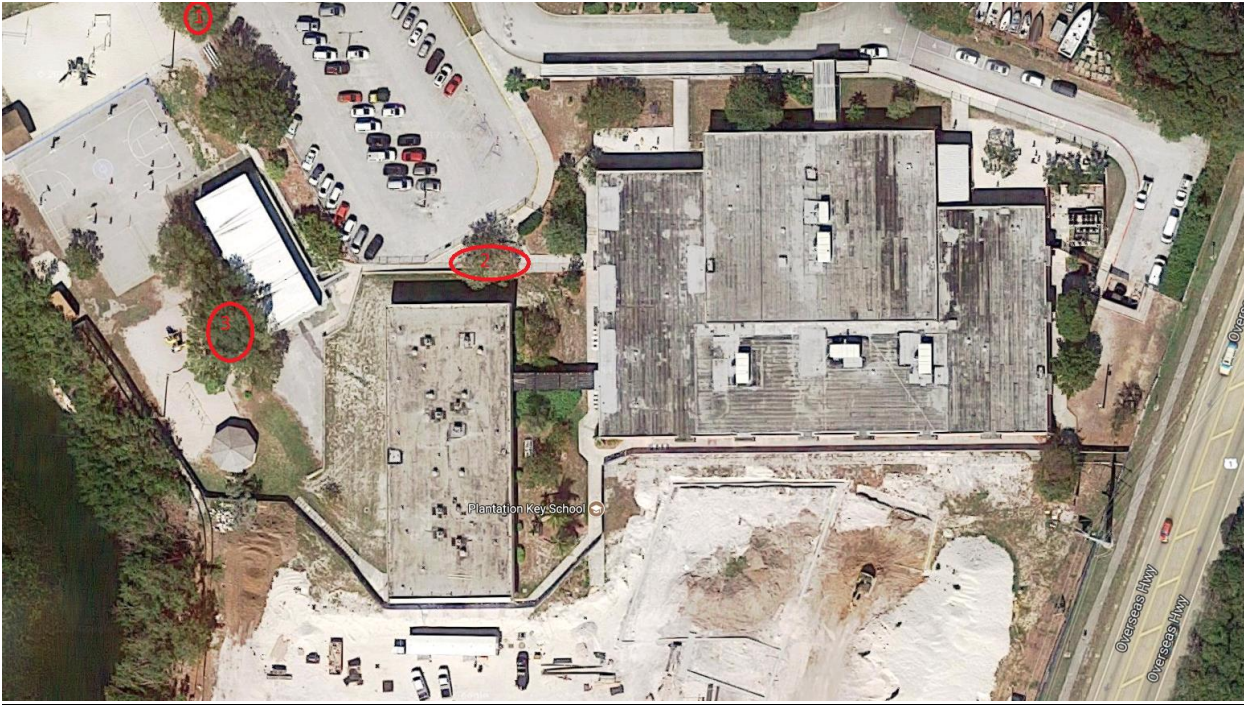
ITB 2018802 - Fencing

Plantation Key School

Area 1 ~20' of 6' galv. fence tree damaged \$ _____

Area 2 ~30' of 6' galv. top rail \$ _____

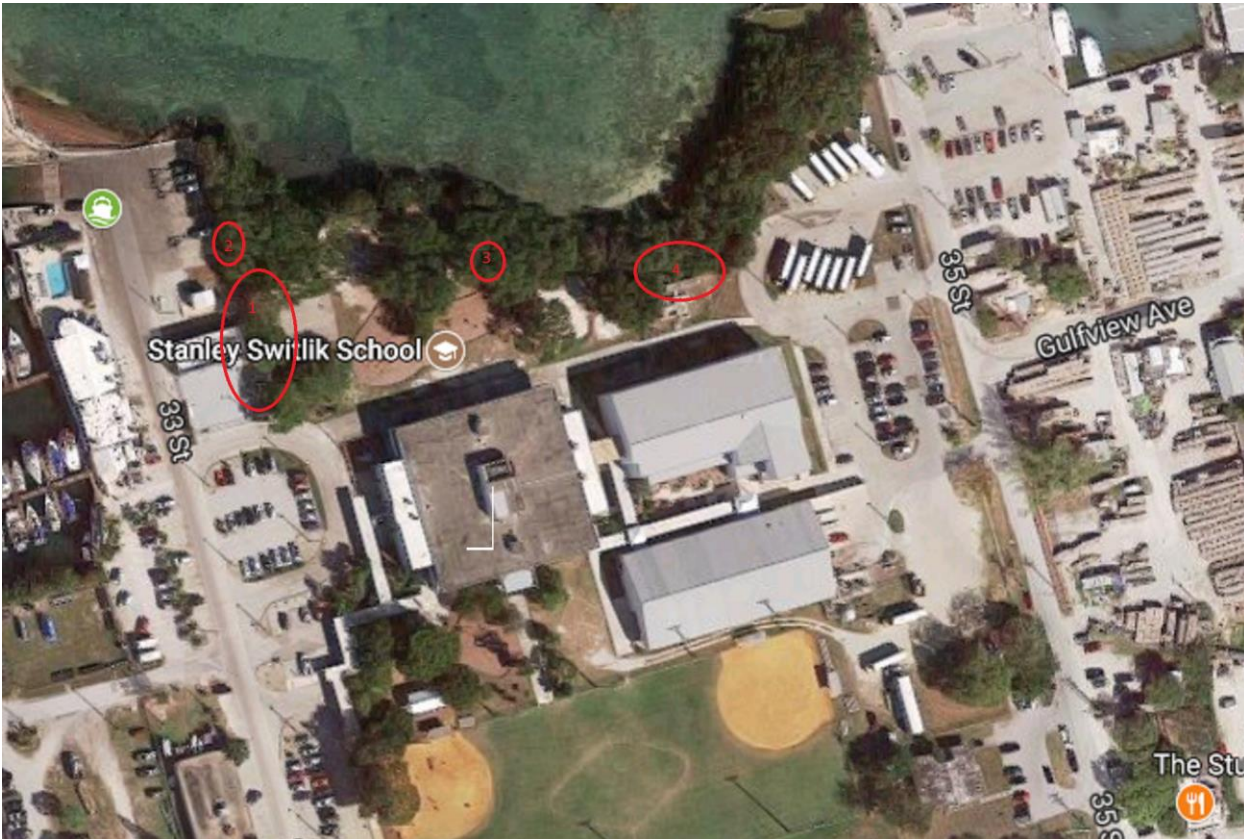
Area 3 ~30' of 12' galv. fence tree damaged, remove. \$ _____



ITB 2018802 - Fencing

Stanley Switlik School

Area 1 ~100' of top rail and retie	\$ _____
Area 2 ~50' of 6' galv. fence leaned over	\$ _____
Area 3 ~30' of 6' galv. fence tree damaged	\$ _____
Area 4 ~110' of 6' galv. Remove and replace	\$ _____



ITB 2018802 - Fencing

Marathon High School

Area 1 Softball

~200' of 6' fence reset \$ _____

~80' of 6' fence, new poles set \$ _____

~310' of 6' fence retied to poles along bottom \$ _____

Area 2 Football

~280' of 6' fence removed \$ _____



ITB 2018802 - Fencing

Big Pine Key Academy

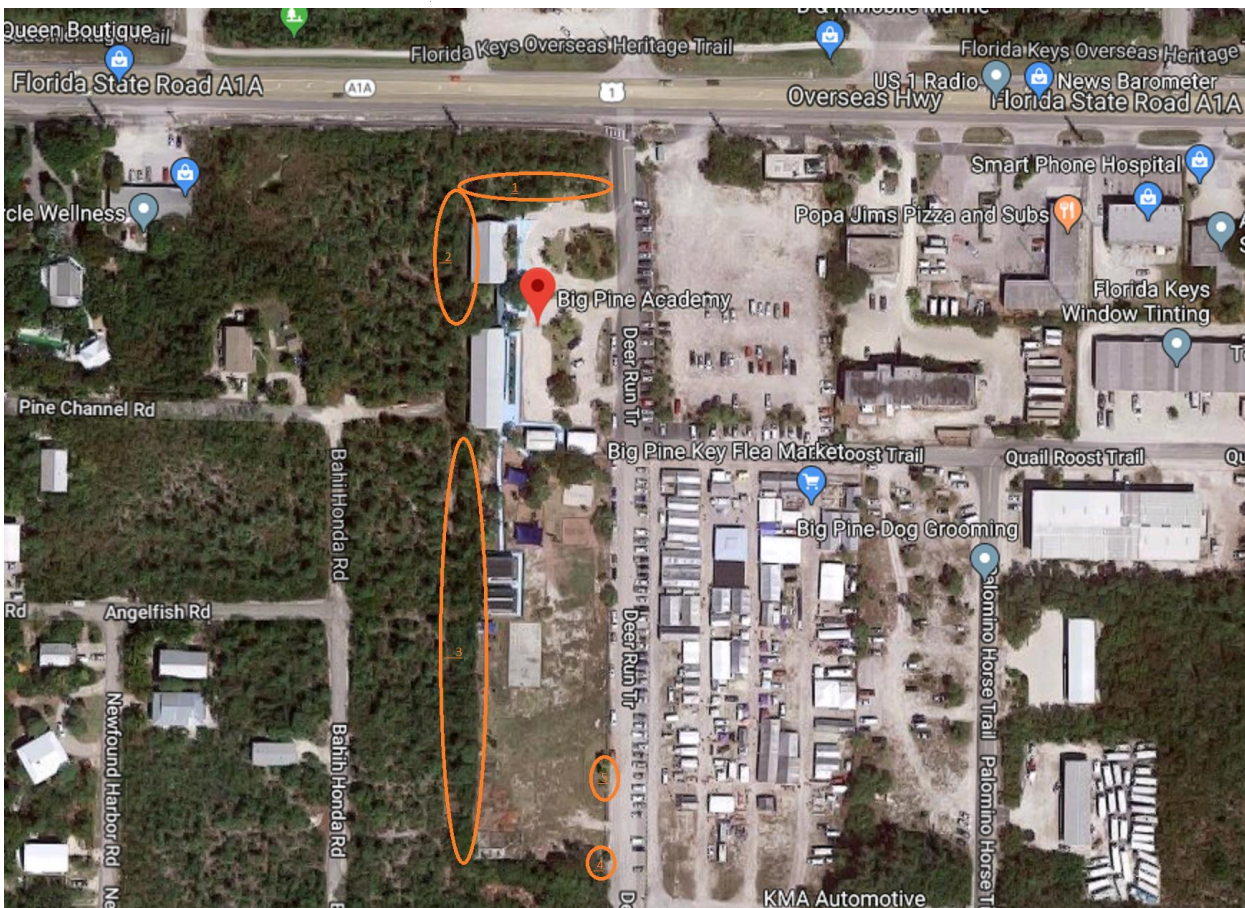
Area 1 ~220' of 6' fencing \$ _____

Area 2 ~200' of 6' fencing \$ _____

Area 3 ~500' of 6' fence \$ _____

Area 4 ~10' of bent top rail \$ _____

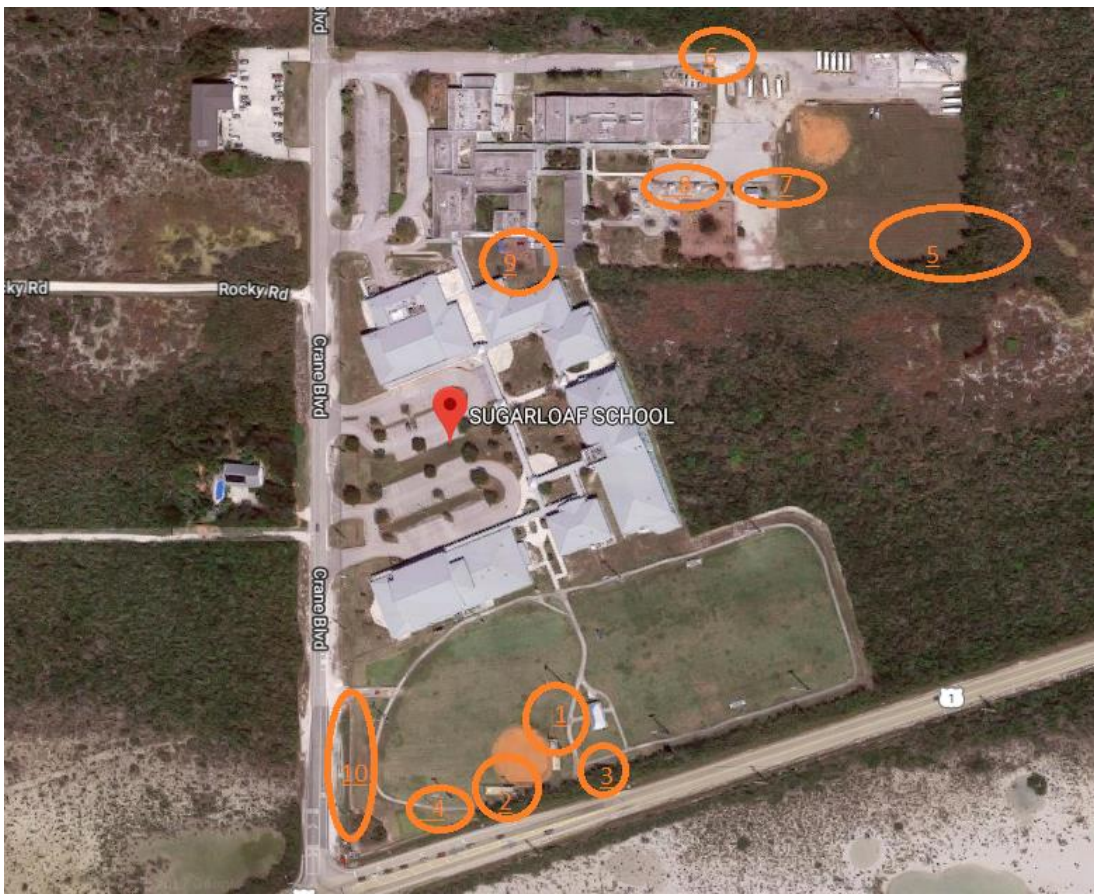
Area 5 ~12' of top rail \$ _____



ITB 2018802 - Fencing

Sugarloaf School

Area 1 ~50' of 12' high backstop	\$ _____
Area 2 ~40' of 12' high backstop	\$ _____
Area 3 ~20' of 6' fence, 2 poles and top rail	\$ _____
Area 4 ~10' of 6' fence	\$ _____
Area 5 ~50 of top rail and bent posts	\$ _____
Area 6 6' bent corner post	\$ _____
Area 7 ~50' of 4' fence, top rail, and posts	\$ _____
Area 8 ~75' of 4' fence, top rail, and posts	\$ _____
Area 9 ~8' of 4' fence, top rail, and posts	\$ _____
Area 10 ~60' of top rail on 6' fence	\$ _____



ITB 2018802 - Fencing

Tommy Roberts Memorial Stadium

Area 1 ~25' of top rail irrigation tank area \$ _____

Area 2 ~20' of 4' fence on ADA ramp of bleachers \$ _____

Area 3 ~60' of 6' fence behind irrigation system \$ _____



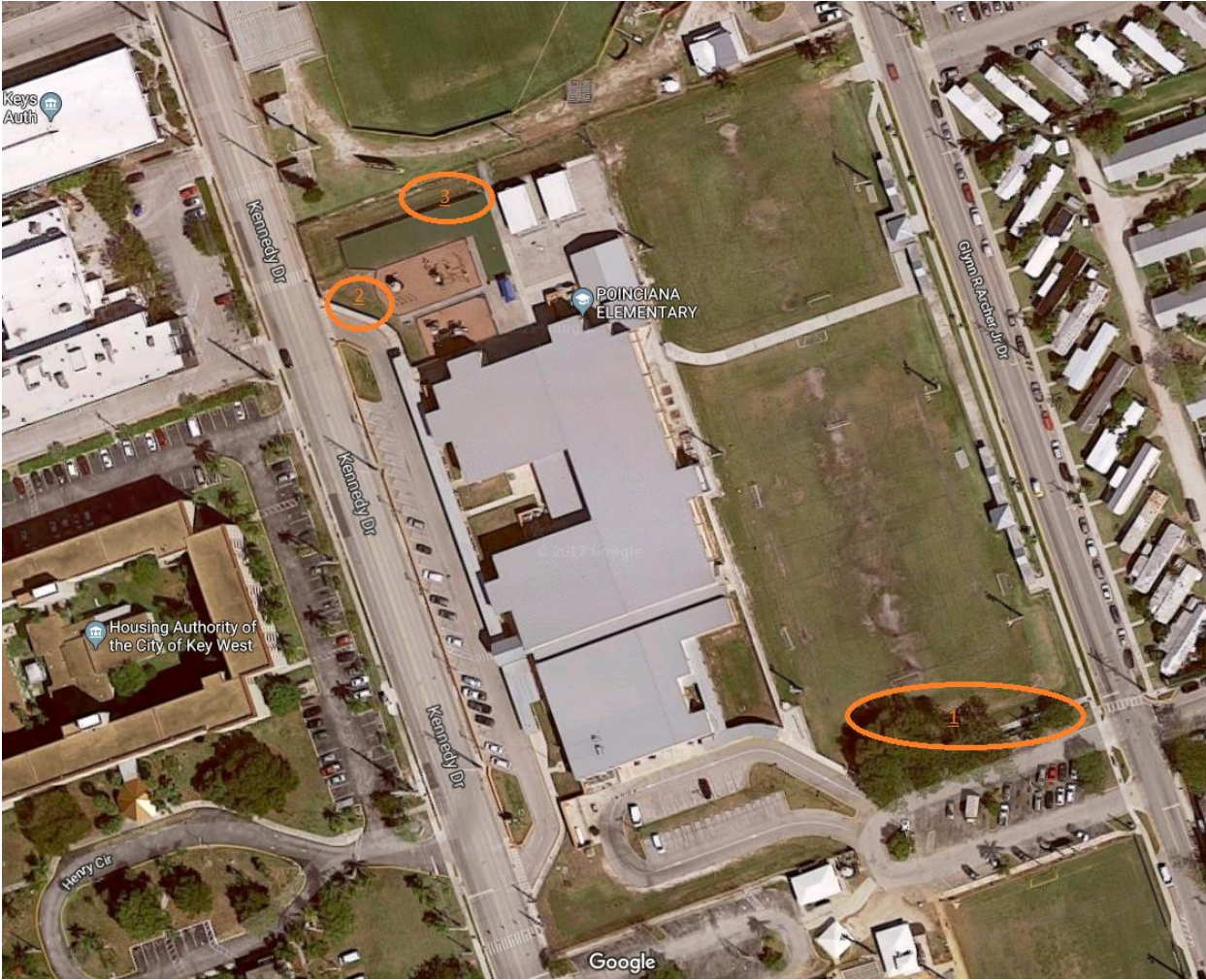
ITB 2018802 - Fencing

Poinciana School

Area 1 ~170' of 12' fence \$ _____

Area 2 ~70' of 4' green vinyl fence \$ _____

Area 3 ~20' of 4' and posts \$ _____



ITB 2018802 - Fencing

Horace O'Bryant School

Area 1 ~1200' of 12' fence to restand/support \$ _____

Area 2 12' gate post bent \$ _____

Area 3 ~200' of 6' fence and posts \$ _____



ITB 2018802 - Fencing

Reynolds School

Area 1 ~20' of 6' fencing and top rail \$ _____

Area 2 ~40' of 6' fencing and top rail \$ _____



ITB 2018802 - Fencing

Key West High School

Area 1 ~70' of 6' fencing repaired

\$ _____



ITB 2018802 - Fencing

BID MODEL UPPER KEYS

	Unit Price Galv.	Sub Total
• 500' of 4' fencing	_____	_____
• 100' of 5' fencing	_____	_____
• 500' of 6' fencing	_____	_____
• 200' of 8' fencing	_____	_____
• 100' of 10' fencing	_____	_____
• 200' of bottom rail	_____	_____
• 5 gates less than 6' wide	_____	_____
• 2 gates between 6' and 13' wide	_____	_____
• 1 gate larger than 13' and less than 20' wide	_____	_____

Unit Price PVC Coated

• 500' of 4' fencing	_____	_____
• 100' of 5' fencing	_____	_____
• 500' of 6' fencing	_____	_____
• 200' of 8' fencing	_____	_____
• 100' of 10' fencing	_____	_____
• 200' of bottom rail	_____	_____
• 5 gates less than 6' wide	_____	_____
• 2 gates between 6' and 13' wide	_____	_____
• 1 gate larger than 13' and less than 20' wide	_____	_____

Repairs	Unit Price	Sub Total
• Reset 10 fence posts	_____	_____
• Reset 10 street signs	_____	_____
• Replace 10 4-6' fence posts	_____	_____
• Replace 10 7-12' fence posts	_____	_____
• Repair of 100' of top rail	_____	_____
• Replace 100' of Galv. top rail	_____	_____
• Replace 100' of PVC coated top rail	_____	_____
• Re-tie 300' of fence cloth	_____	_____
• Remove and Dispose of 400' 4-6' fence	_____	_____
• Remove and Dispose of 200' 7-12' fence	_____	_____
• IRMA specific repairs		
• Key Largo School		_____
• Coral Shores HS		_____
• Plantation Key School		_____
• Admin Annex at mm 90		_____

TOTAL

ITB 2018802 - Fencing

BID MODEL MIDDLE KEYS

	Unit Price Galv.	Sub Total
• 500' of 4' fencing	_____	_____
• 100' of 5' fencing	_____	_____
• 500' of 6' fencing	_____	_____
• 200' of 8' fencing	_____	_____
• 100' of 10' fencing	_____	_____
• 200' of bottom rail	_____	_____
• 5 gates less than 6' wide	_____	_____
• 2 gates between 6' and 13' wide	_____	_____
• 1 gate larger than 13' and less than 20' wide	_____	_____

Unit Price PVC Coated

• 500' of 4' fencing	_____	_____
• 100' of 5' fencing	_____	_____
• 500' of 6' fencing	_____	_____
• 200' of 8' fencing	_____	_____
• 100' of 10' fencing	_____	_____
• 200' of bottom rail	_____	_____
• 5 gates less than 6' wide	_____	_____
• 2 gates between 6' and 13' wide	_____	_____
• 1 gate larger than 13' and less than 20' wide	_____	_____

Repairs	Unit Price	Sub Total
• Reset 10 fence posts	_____	_____
• Reset 10 street signs	_____	_____
• Replace 10 4-6' fence posts	_____	_____
• Replace 10 7-12' fence posts	_____	_____
• Repair of 100' of top rail	_____	_____
• Replace 100' of Galv. top rail	_____	_____
• Replace 100' of PVC coated top rail	_____	_____
• Re-tie 300' of fence cloth	_____	_____
• Remove and Dispose of 400' 4-6' fence	_____	_____
• Remove and Dispose of 200' 7-12' fence	_____	_____
• IRMA specific repairs		
• Switlik School		_____
• Marathon HS		_____

TOTAL

ITB 2018802 - Fencing

BID MODEL LOWER KEYS

	Unit Price Galv.	Sub Total
• 500' of 4' fencing	_____	_____
• 100' of 5' fencing	_____	_____
• 500' of 6' fencing	_____	_____
• 200' of 8' fencing	_____	_____
• 100' of 10' fencing	_____	_____
• 200' of bottom rail	_____	_____
• 5 gates less than 6' wide	_____	_____
• 2 gates between 6' and 13' wide	_____	_____
• 1 gate larger than 13' and less than 20' wide	_____	_____

Unit Price PVC Coated

• 500' of 4' fencing	_____	_____
• 100' of 5' fencing	_____	_____
• 500' of 6' fencing	_____	_____
• 200' of 8' fencing	_____	_____
• 100' of 10' fencing	_____	_____
• 200' of bottom rail	_____	_____
• 5 gates less than 6' wide	_____	_____
• 2 gates between 6' and 13' wide	_____	_____
• 1 gate larger than 13' and less than 20' wide	_____	_____

Repairs	Unit Price	Sub Total
• Reset 10 fence posts	_____	_____
• Reset 10 street signs	_____	_____
• Replace 10 4-6' fence posts	_____	_____
• Replace 10 7-12' fence posts	_____	_____
• Repair of 100' of top rail	_____	_____
• Replace 100' of Galv. top rail	_____	_____
• Replace 100' of PVC coated top rail	_____	_____
• Re-tie 300' of fence cloth	_____	_____
• Remove and Dispose of 400' 4-6' fence	_____	_____
• Remove and Dispose of 200' 7-12' fence	_____	_____
• IRMA specific repairs		
• Big Pine Key Academy		_____
• Sugarloaf School		_____
• Poinciana School		_____
• Key West HS		_____
• Tommy Roberts Memorial Stadium		_____
• Reynolds School		_____

TOTAL

ITB 2018802 - Fencing

GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS ITB 2018802		
DATE:	TIME (ET):	ACTION:
January 13, 2017	8:00 AM	Release Solicitation
January 13, 17, 20, 2018	Publication	Notice of Solicitation /Bid Opening
January 23, 2018	9:00 AM and/or 2:00 PM	Mandatory Pre-Bid Meeting (Open to Public – contractor must attend at least one meeting – see scope for details)
January 30, 2018	5:00 PM	Last day for submission of written questions to MCSD
January 31, 2018	5:00 PM	Last day for MCSD to post answers to questions
February 16, 2018	9:00 AM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
February 19, 2018	5:00 PM	Recommendation to Award
March 20, 2018	3:00 PM	Board Meeting (Open to Public – Marathon High School 350 Sombrero Beach Rd, Marathon, FL 33050)

ITB 2018802 - Fencing

C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and ITB 2018802 - Fencing. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original, two (2) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than February 16, 2018 at 1:00 PM to:

Monroe County School District
Administration Building - Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040

D. CONDITIONS AND LIMITATIONS

a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.

c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.

d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.

h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.

i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.

j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

ITB 2018802 - Fencing

E. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

ITB 2018802 - Fencing

GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. **Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.** Any company not responding to this request with either a proposal or a "NO BID" *may be removed from the active broadcast list.*

- c) **Receipt of Proposals:** The Internal Services Department / Purchasing Division is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **Internal Services Department / Purchasing Division** by the specified due date and time.

LATE PROPOSALS WILL NOT BE OPENED.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "*No Substitutes*" or "*Only*" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the

ITB 2018802 - Fencing

evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Invitation to Bid** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Jessica.Bailey@KeysSchools.com. The Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or Invitation to Bid, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly

prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Internal Services Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to an Invitation to Bid, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION: The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT: The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued

ITB 2018802 - Fencing

invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST
Per the provisions of Florida Statute 287.133 (2)(a), "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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or

specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on www.demandstar.com**. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT: The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION: The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

ITB 2018802 - Fencing

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

- a) **"By Item"**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **"All or None by Group, Section or Category"**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **"All or None"** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a "Notice to Reject All Bids".

- d) **"Primary & Secondary Suppliers or Contractors"**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **"Rotating Short List of Contractors"**. An ITB is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **"Qualified Supplier Sourcing"** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent's proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or

ITB 2018802 - Fencing

omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or Invitation to Bid. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Audit & Finance Committee (AFC) will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the AFC will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so. The AFC shall be

solely responsible for determining the acceptability of a proposal.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the Internal Services Department / Purchasing Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of

ITB 2018802 - Fencing

protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT: The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS: The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned* equipment" or "*blemis or seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or

manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at www.KeysSchools.com.

42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 8:00 A.M. and 5:00 p.m., Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which

ITB 2018802 - Fencing

may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.

45. INVOICES AND PAYMENT TERMS: All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five(5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a

determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

Date: _____
Applicant's Signature

ITB 2018802 - Fencing

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your "Bidder's List".
- ☐ Other (specify below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidder's List of the School Board of Monroe County.

Company Name: _____

Email: _____

Proposal Number: _____

Date: _____

Signature: _____

Fax: _____

Telephone: _____

ITB 2018802 - Fencing

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

Signature

Date

Printed Name

ITB 2018802 - Fencing

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

ITB 2018802 - Fencing

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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 violation of such prohibition.
2. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. 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 proposal, the employees 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. Impose a sanction on, or require 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

Vendor's Signature

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am _____, the bidder making the proposal for
the project described as follows:

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Authorized Representative

Date

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who, ___ being personally known, ___ or having produced _____
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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."

ITB 2018802 - Fencing

RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')

THE SCHOOL DISTRICT OF MONROE COUNTY

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: _____ and Nature of services presently being offered to School District: _____

_____.

2) I have ____ have not ____, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.

b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.

_____.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Date

(Signature of Authorized Representative)

STATE OF _____,
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, _____ being personally known, _____ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My commission expires:

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish 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. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 (Florida Statutes) 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or 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.

Applicant's Signature

Date

ITB 2018802 - Fencing

SB 988 – HIGH-RISK OFFENDERS

by Argenziano (*HB 7103 by Safety & Security Council*)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

ITB 2018802 - Fencing

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
---	--	--

Print or type. See Specific instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </td> <td style="width: 35%;"></td> </tr> <tr> <td> 2 Business name/disregarded entity name, if different from above </td> <td></td> </tr> <tr> <td> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </td> <td> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> </td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.) See instructions. </td> <td rowspan="2"> Requester's name and address (optional) </td> </tr> <tr> <td> 6 City, state, and ZIP code </td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	6 City, state, and ZIP code	7 List account number(s) here (optional)	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
2 Business name/disregarded entity name, if different from above												
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>											
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)											
6 City, state, and ZIP code												
7 List account number(s) here (optional)												

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table style="width: 100%;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-around; width: 100px;"> - </div> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-around; width: 100px;"> - </div> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> </td> </tr> </table>	Social security number	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-around; width: 100px;"> - </div> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>	or	Employer identification number	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-around; width: 100px;"> - </div> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
Social security number						
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-around; width: 100px;"> - </div> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>						
or						
Employer identification number						
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-around; width: 100px;"> - </div> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>						

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	Sign Here <table style="width: 100%;"> <tr> <td style="width: 50%;"> Signature of U.S. person ▶ _____ </td> <td style="width: 50%;"> Date ▶ _____ </td> </tr> </table>	Signature of U.S. person ▶ _____	Date ▶ _____
Signature of U.S. person ▶ _____	Date ▶ _____		

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>	Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
--	--

ITB 2018802 - Fencing

**Monroe County School District
Vendor Information Sheet**

Vendor Name: _____

Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____

Monroe County School District

INVITATION TO BID

ITB 2018802

Fencing



Members of the Board

District # 1
BOBBY HIGHSMITH
Chairman

District # 2
ANDY GRIFFITHS

District # 3
MINDY CONN
Vice-Chairman

District # 4
JOHN R. DICK

District # 5
RONALD A. MARTIN

Mark T. Porter
Superintendent of Schools

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed Proposal".

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: ITB 2018802

SOLICITATION TITLE: Fencing

SUBMISSION DUE: February 16, 2018 at 1:00 PM

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

241 Trumbo Road

Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

ITB 2018802 - Fencing

TABLE OF CONTENTS

Sealed Envelope Label	pg. 2	General Terms and Conditions	pg. 31
Table of Contents	pg. 3	Acknowledgement of Addendum	pg. 38
Introduction	pg. 4	Statement of No Bid	pg. 39
Signature Page for Bid	pg. 5	Contractor Rules	pg. 40
Scope of Work	pg. 6	Debarment Certification	pg. 41
Price Sheets	pg. 9	Identical Tie Proposal	pg. 42
Bid Models	pg. 25	Non-Collusion Affidavit	pg. 43
General Information	pg. 28	Public Entity Crime Statement	pg. 44
- Calendar of Events		Relationship Disclosure Affidavit	pg. 45
- Submittal Requirements		Drug Free Workplace Form	pg. 46
- Conditions and Limitations		High Risk Offenders	pg. 47
- Insurance Requirements		Request for Taxpayer Identification No.	pg. 48
		Vendor Information Sheet	pg. 49

ITB 2017701 – Stanley Switlik Sewer Connection

INVITATION TO BID

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on February 16, 2018 at 1:00 PM the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

**ITB 2018802
Fencing**

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com . The public record documents are available on the district web site at www.KeysSchools.com or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, Jessica.Bailey@KeysSchools.com.

All proposals must be received by the Internal Services Department / Purchasing Division on or before February 16, 2018 at 1:00 PM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, two (2) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

**Monroe County School District
Administration Building
Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040**

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

**Suanne C. Lee, CPPO, CPPB, FCRM, RMLO
Director of Internal Services**

Released in Key West, Florida, January 13, 2018

ITB 2018802 - Fencing

**District School Board of Monroe County
Internal Services Department / Purchasing Division**

PROPOSAL FORM

ITB 2018802 - Fencing

BID DUE /BID OPENING DATE/TIME: FEBRUARY 16, 2018 at 1:00PM

RETURN ONE (1) SIGNED ORIGINAL, TWO (2) COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT) OF THE PROPOSAL. NO OTHER PROPOSAL FORM WILL BE ACCEPTED

PLEASE BE SURE THAT THE NAME OF YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL FORM.

IF SIGNED BY AN AGENT OF NAMED COMPANY WRITTEN EVIDENCE FROM THE OWNER OF RECORD OF HIS/HER AUTHORITY MUST ACCOMPANY THIS PROPOSAL.

Gomez and Son Fence, Corp

NAME OF COMPANY

10805 NW 22nd Street, Miami, Florida 33172

ADDRESS OF COMPANY

Caridad Gomez - President

PRINT NAME OF AUTHORIZED SIGNATURE

egomez@gomezfence.com

EMAIL ADDRESS

(305) 471-8922

TELEPHONE No.

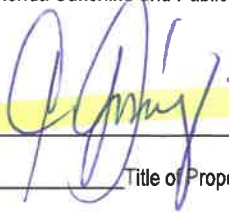
(305) 471-8925

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 49 inclusive of this Invitation to Bid, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Invitation to Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original)



Date 02/15/2018

Name of Proposer's Authorized Representative Caridad Gomez

Title of Proposer's Authorized Representative President

ITB 2018802 - Fencing

Scope of Work

- a) This contract is for new fencing, repair of fencing, demo of fencing, and specific repairs to fencing due to hurricane Irma. It will be awarded by location and will include specifically identified repairs in addition to unit pricing for future unknown repairs as requested by the owner. Due to construction scheduling at some sites, some specific repair items listed may not be done, however, all selected specified repairs must be completed by August 1, 2018. The initial contract will be for one year with the option of up to three additional one year renewals.
 - i) The contractor is to provide all materials, labor and equipment necessary to make needed installations, repairs, or replacement of all sizes of chain link fencing in compliance with Industry Standards by a licensed installer.
 - ii) Response time shall be within twenty-four hours of notification for emergency situations and within seven days for project work.
 - iii) There will be a mandatory walk through meeting at two of the sites. Contractors are required to attend one of the two meetings in order to bid:
 - (1) Meeting 1: Upper Keys Annex, 90050 Overseas Highway, Tavernier, FL 33070 at 9 AM on January 23, 2018.
 - (2) Meeting 2: Sugarloaf School, 255 Crane Boulevard, Sugarloaf Key, FL 33042 at 2 PM on January 23, 2018.
- b) Execution of repairs:
 - i) In many cases the existing fencing can be repaired. If viable please reuse existing fencing and repair. Execution of repairs shall use the same techniques and standards of New Fencing described later in this specification. In all cases the finished repair shall be 100% functional as new save for the age of reused material.
 - ii) Fence leaned over – reset or replace poles. Finished repair will not leave any loose poles. Reattach and retie fence cloth to poles. Repair top and bottom rails if exist. Repair tensioning wire if existing.
 - iii) Tree damaged fence – Remove and dispose of tree remains impacting fence. You may use district dumpster at Maintenance shop or football fields if available. Make repairs as listed in other sections.
 - iv) Repair top rail – Reconnect sections of top rail. Replace missing or damaged sections. Retie fencing to top rail.
 - v) Reset existing street signs – Reset existing pole and sign as close to existing location as possible.
 - vi) If existing fencing cannot be used Remove and Replace with like fencing. All removed materials are to be disposed of by this contractor. Include all labor, equipment, materials, and disposal fees in your pricing.
- c) New materials and fencing:
 - i) All fencing shall be made of 9 gauge galvanized 2" mesh knuckle/knuckle wire or 6 gauge PVC coated as selected by the district.
 - ii) All fence line post, top rail, bottom rail, bracing and corner post shall be schedule 40 galvanized pipe
 - iii) All corner will be 3" diameter, all line post shall be 2" diameter and all top and bottom rails will be 1 5/8" diameter.
 - iv) All fencing will be installed with top rail and tension wire with wire tied every 16" on center on the top. All fencing above 8' will be installed with a middle rail tied every 16" on center.
 - v) Fence ties shall be heavy duty requiring tools to tie or untie.
 - vi) All line post will be concreted into the ground with a minimum hole size of 9" diameter and 24" depth. Concrete will either be 3000 PSI ready mix or high strength bag mix. Concrete will not exceed a 5 inch slump after mixed or from the truck. It will slope away from posts at ¼ inch per foot minimum

ITB 2018802 - Fencing

- vii) All post will be capped and spaced no more than eight feet apart
- viii) All gates 4-6' in length shall have 3" terminal post on both ends with bracing with a minimum hole size 9" diameter and 30" deep filled with concrete.
- ix) All gates 6-13' in length shall have 4" terminal post on both ends with bracing with a minimum hole size of 12" diameter and 30" deep filled with concrete.
- x) All gates 13' and up shall have 6 5/8" terminal post on both ends with bracing with a minimum hole size of 12" diameter and 48" deep filled with concrete.
- xi) Follow terrain so fencing maintains no more than a small gap at the bottom at most, any questions regarding slope of fence, contact Maintenance Department Management.

d) Coordination:

- i) Project working hours are to be coordinated with the school office. The project cannot disturb the any planned school activities. The office will make every attempt to move children out of the areas where work is being performed. It is the responsibility of the contractor to coordinate the schedule with the office.
- ii) When a new project is started district personnel will contact this contractor to meet at the job site and review the work. All job estimators, project managers, and field foremen involved in this project must be able communicate with the owner verbally and in writing using English. After reviewing the job a price shall prepared based on the unit prices submitted in this ITB. This price shall be sent to the district via a proposal so that the district can secure a Purchase Order. Work may begin once the contractor receives a Purchase Order.
- iii) Foreman must be capable of supervision the labor force provided by the contractor. The owner will communicate with the Foreman the expectations and time constraints of each project. The Foreman shall direct the laborers in the execution of the work. This foreman must be able to communicate verbally and in writing in English. Repeated unsatisfactory job performance will be considered justification for cancellation of the contract. The Foreman is to remain on the jobsite supervising at all times work is being conducted by the labor crew.
- iv) All lifting work shall be coordinated in such a manner that children are not in the building. A safe work site shall be maintained by marking off the area where the lift is to be made, or the lifts are to be made when the children are not in school.
- v) Payment shall be made only for work in place or materials stored at the job site. Progress pay may occur on larger jobs. Bills may be submitted as major milestones are achieved. The owner may adjust billed amounts if an over billing situation occurs. The owner will withhold 10% retainage until the project is 100% complete.

e) Qualifications:

- i) The contractor must be licensed Fencing Contractor licensed to work in Monroe County. Submit documentation of this with response. Occupational licensing is also required from any municipality in the State of Florida.
- ii) Only companies whose primary line of work is fencing may apply to this solicitation. Provide proof with your proposal that fencing is your primary line of work.
- iii) Insurance as listed in this specification. Provide proof of insurance with your bid proposal.
- iv) All work shall be done by direct employees of the responding company. Temporary help, day labor, and subcontractors are not permitted.
- v) All work shall be executed by workers whose primary line of work is fencing.

f) Call Out Service:

- i) Job requires priority support by the contractor. The maximum allowable response to have a mechanic on site will be 24 hours.

ITB 2018802 - Fencing

- ii) Time begins after the school district has contacted the contractor with a Work Order (WO) request.
 - iii) Checking in and out of the office is a mandatory requirement while schools are in session
 - iv) Normal hours shall be 8am – 5pm, Monday through Friday.
 - v) All bills shall be sent to the Maintenance Offices by Email to the appropriate maintenance office.
- g) Pricing - Bid Models:
- i) Pricing shall be done for each geographic area and the lowest price (based on the attached bid models) for each area will be awarded. Vendors may bid on one or all areas. The Lower Keys will include schools and facilities from the seven mile bridge to Key West. The Middle Keys will include schools and facilities located from the seven mile bridge up to the Long Key Bridge. The Upper Keys shall include schools and facilities north of the Long Key Bridge up through Mile Marker 108.
 - ii) The same contractor can be awarded multiple areas if they are the low bidder. Please complete the pricing of the bid model for each area where you submitted pricing.
- h) Bid Requirements:
- i) All signature pages from this bid document, signed and notarized (if required).
 - ii) Proof that fencing is your primary line of work, copies of required licenses, and proof of insurance at specified levels.
 - iii) Price Sheets/Bid Models for each area being bid

ITB 2018802 - Fencing

Price Sheets

To provide all materials, labor and equipment necessary to install all sizes of chain link fencing in compliance with Industry Standards by a licensed installer. Response time shall be within twenty-four hours of notification for emergency situations and within seven days for project work.

UNIT PRICES

1.	<u>4' Fence per linear foot</u>	<u>9 ga. Galv.</u>	<u>6 ga PVC coated</u>
a.	Upper Keys	\$ <u>14.00</u>	\$ <u>16.00</u>
b.	Middle Keys	\$ <u>14.00</u>	\$ <u>16.00</u>
c.	Lower Keys	\$ <u>14.00</u>	\$ <u>16.00</u>
d.	Discount if more than 200' of fencing is done.	<u>5</u>	% <u>5</u> %

2.	<u>5' Fence per linear foot</u>	<u>9 ga. Galv.</u>	<u>6 ga PVC coated</u>
a.	Upper Keys	\$ <u>6.00</u>	\$ <u>6.00</u>
b.	Middle Keys	\$ <u>6.00</u>	\$ <u>6.00</u>
c.	Lower Keys	\$ <u>6.00</u>	\$ <u>6.00</u>
d.	Discount if more than 200' of fencing is done.	<u>0.00</u>	% <u>0.00</u> %

3.	<u>6' Fence per linear foot</u>	<u>9 Ga. Galv.</u>	<u>6 Ga. PVC coated</u>
a.	Upper Keys	\$ <u>22.00</u>	\$ <u>25.00</u>
b.	Middle Keys	\$ <u>22.00</u>	\$ <u>25.00</u>
c.	Lower Keys	\$ <u>22.00</u>	\$ <u>25.00</u>
d.	Discount if more than 200' of fencing is done.	<u>5</u>	% <u>5</u> %

4.	<u>8' Fence per linear foot</u>	<u>9 ga. Galv.</u>	<u>6 ga. PVC coated</u>
a.	Upper Keys	\$ <u>25.00</u>	\$ <u>29.00</u>

ITB 2018802 - Fencing

b. Middle Keys	\$ 25.00	\$ 29.00
c. Lower Keys	\$ 25.00	\$ 29.00
d. Discount if more than 200' of fencing is done.	5	% 5 %

5. 10' Fence per linear foot	9 ga. Galv.	6 ga. PVC coated
a. Upper Keys	\$ 30.00	\$ 35.00
b. Middle Keys	\$ 30.00	\$ 35.00
c. Lower Keys	\$ 30.00	\$ 35.00
d. Discount if more than 200' of fencing is done.	5.00	% 5.00 %

6. Price per linear foot if bottom rail is requested instead of tension wire	Galv.	PVC coated
a. Upper Keys	\$ 4.00	\$ 5.00
b. Middle Keys	\$ 4.00	\$ 5.00
c. Lower Keys	\$ 4.00	\$ 5.00

NOTE: GATE PRICE SHOULD BE PER GATE. Gates will be for 4, 5, or 6' fencing. Larger gates will be priced separate from this agreement.

Gates in 4, 5, or 6' fencing:

7. Up to 6' Opening per gate	Galv.	PVC coated
a. Upper Keys	\$ 780.00	\$ 780.00
b. Middle Keys	\$ 780.00	\$ 780.00
c. Lower Keys	\$ 780.00	\$ 780.00

8. Up to 13' Opening per gate	Galv.	PVC coated
--------------------------------------	--------------	-------------------

ITB 2018802 - Fencing

a. Upper Keys	\$ <u>1,100.00</u>	\$ <u>1,100.00</u>
b. Middle Keys	\$ <u>1,100.00</u>	\$ <u>1,100.00</u>
c. Lower Keys	\$ <u>1,100.00</u>	\$ <u>1,100.00</u>

9. Up to 20' Opening per gate	Galv.	PVC coated
a. Upper Keys	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
b. Middle Keys	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
c. Lower Keys	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>

Repair Unit Prices:	Upper Keys	Middle Keys	Lower Keys
Resetting fence posts, each	\$ <u>15.00</u>	\$ <u>15.00</u>	\$ <u>15.00</u>
Resetting street signs, each	\$ <u>15.00</u>	\$ <u>15.00</u>	\$ <u>15.00</u>
Replacement of 4' to 6' fence post, each	\$ <u>60.00</u>	\$ <u>60.00</u>	\$ <u>60.00</u>
Replacement of 8' to 12' fence post, each	\$ <u>75.00</u>	\$ <u>75.00</u>	\$ <u>75.00</u>
Repair of existing top rail, per 10'	\$ <u>27.00</u>	\$ <u>27.00</u>	\$ <u>27.00</u>
Replacement of galv. top rail, per 10'	\$ <u>40.00</u>	\$ <u>40.00</u>	\$ <u>40.00</u>
Replacement of Vinyl coated top rail, per 10'	\$ <u>50.00</u>	\$ <u>50.00</u>	\$ <u>50.00</u>
Re-tie fence cloth to posts and rails, per linear foot	\$ <u>5.00</u>	\$ <u>5.00</u>	\$ <u>5.00</u>
Removal and disposal of fencing 4' to 6', per linear foot	\$ <u>5.00</u>	\$ <u>5.00</u>	\$ <u>5.00</u>
Removal and disposal of fencing 7' to 12', per linear foot	\$ <u>5.00</u>	\$ <u>5.00</u>	\$ <u>5.00</u>

ITB 2018802 - Fencing

Key Largo School

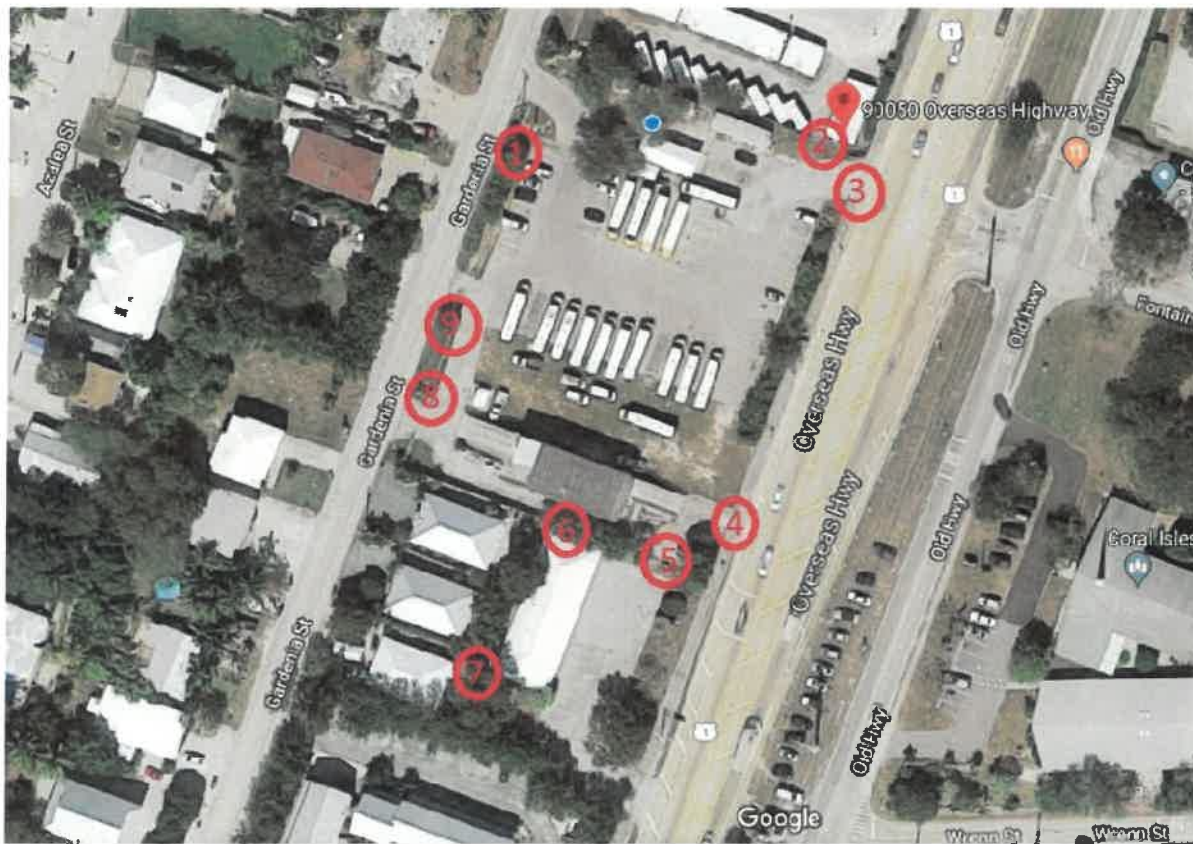
Area 1 ~160' of 4' black fence leaned over	\$ 2,850.00
Area 2 ~30' of 4' black fence leaned over	\$ 600.00
Area 3 ~40' of 8' fence tree damaged	\$ 1,400.00
Area 4 ~40' of fence tree damaged	\$ 1,400.00
Area 5 ~30' of fence tree damaged	\$ 1,050.00
Area 6 ~10' of top rail	\$ 40.00
Area 7 ~10' of top rail	\$ 40.00
Area 8 ~30' of fence tree damaged	\$ 1,050.00



ITB 2018802 - Fencing

Admin Annex Site 90050 Overseas Highway, Tavernier

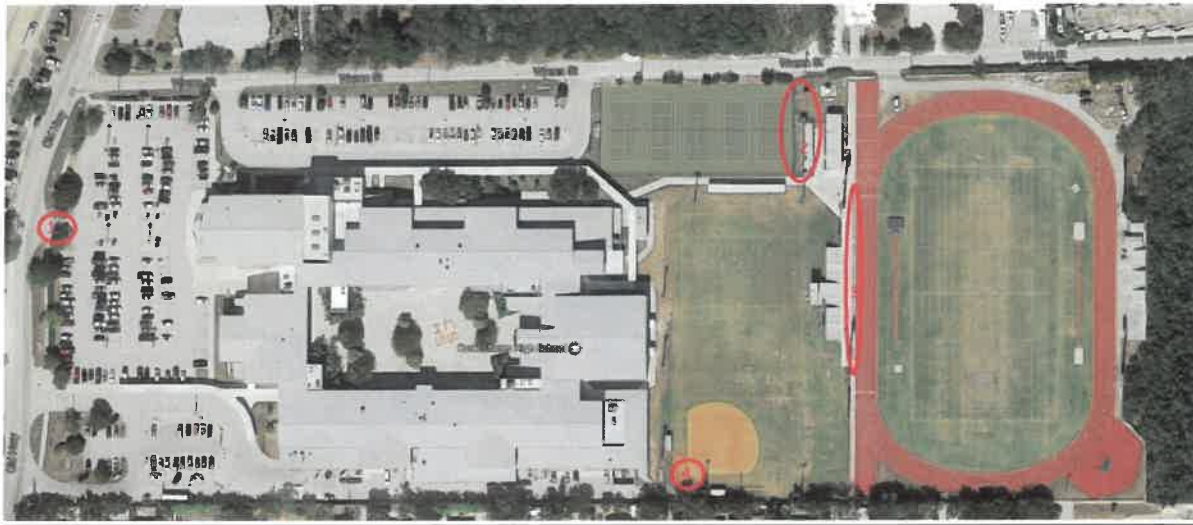
Area 1 ~40' of 6' galv. fence leaned over	\$ 1,400.00
Area 2 ~40' of 6' galv. fence leaned over	\$ 1,400.00
Area 3 Repair Gate	\$ 580.00
Area 4 Repair Gate	\$ 580.00
Area 5 ~10' of top rail	\$ 40.00
Area 6 ~20' of top rail	\$ 80.00
Area 7 ~20' of top rail	\$ 80.00
Area 8 ~10' of 6' galv. fence and gate damaged	\$ 980.00
Area 9 ~30' of 6' galv. fence leaned over	\$ 750.00



ITB 2018802 - Fencing

Coral Shores High School

Area 1 Reset signage at all driveways	\$ 580.00
Area 2 Repair Tennis court and batting cages	\$ 5,600.00
Area 3 ~200' of 4' fence loose poles and ties	\$ 2,580.00
Area 4 repair foul ball net at Softball field	\$ 4,800.00
Area 5 Repair foul ball net at Founders Park	\$ 5,600.00



ITB 2018802 - Fencing

Plantation Key School

Area 1 ~20' of 6' galv. fence tree damaged	\$ 580.00
Area 2 ~30' of 6' galv. top rail	\$ 120.00
Area 3 ~30' of 12' galv. fence tree damaged, remove.	\$ 980.00



ITB 2018802 - Fencing

Stanley Switlik School

Area 1 ~100' of top rail and retie	\$ 1,000.00
Area 2 ~50' of 6' galv. fence leaned over	\$ 1,250.00
Area 3 ~30' of 6' galv. fence tree damaged	\$ 1,250.00
Area 4 ~110' of 6' galv. Remove and replace	\$ 3,150.00



ITB 2018802 - Fencing

Marathon High School

Area 1 Softball

~200' of 6' fence reset \$ 1,900.00

~80' of 6' fence, new poles set \$ 2,000.00

~310' of 6' fence retied to poles along bottom \$ 1,550.00

Area 2 Football

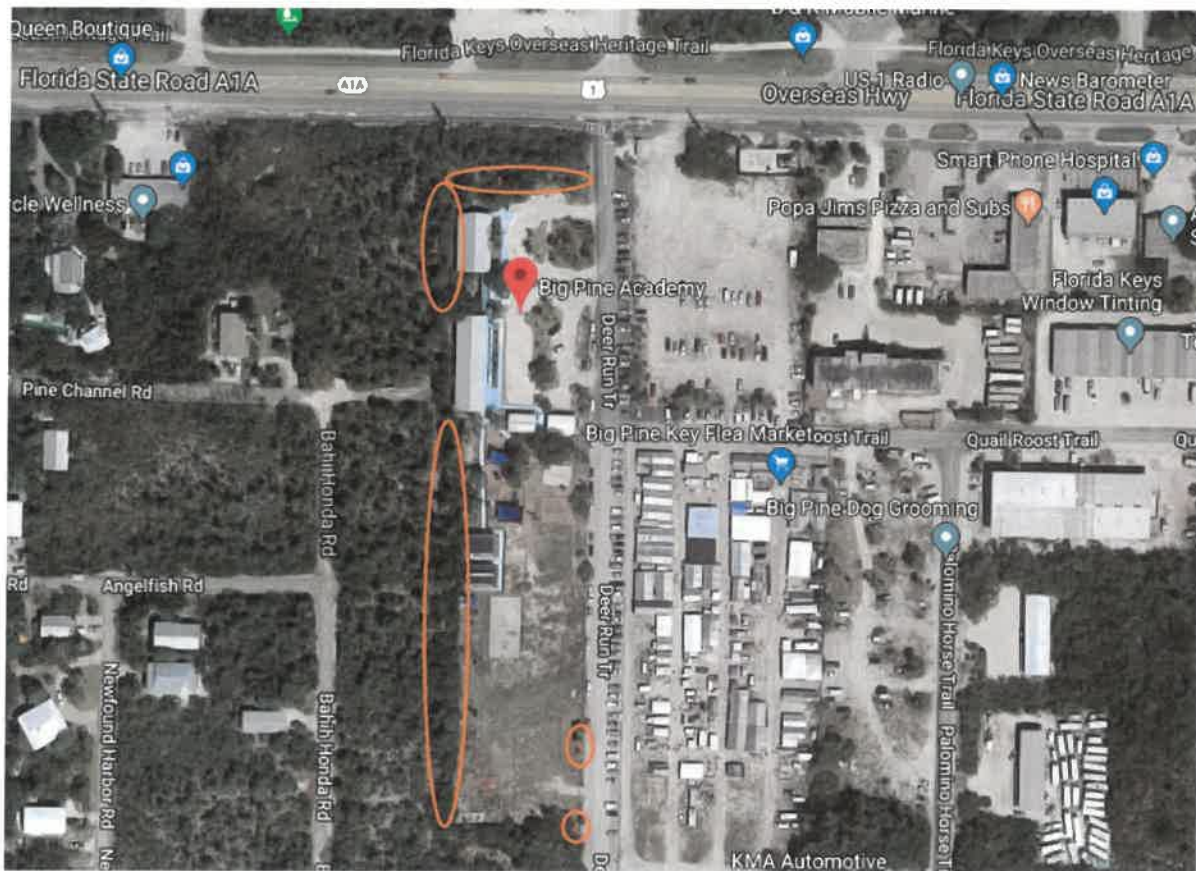
~280' of 6' fence removed \$ 1,400.00



ITB 2018802 - Fencing

Big Pine Key Academy

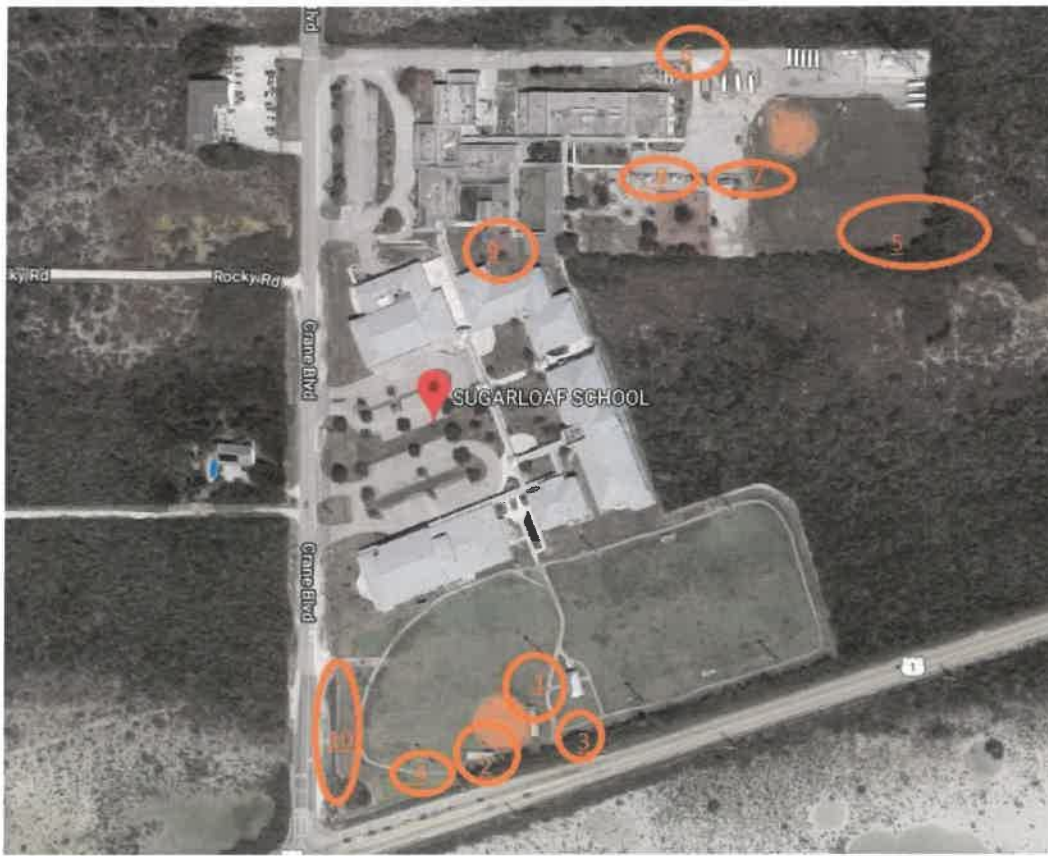
Area 1 ~220' of 6' fencing	\$ 4,600.00
Area 2 ~200' of 6' fencing	\$ 4,700.00
Area 3 ~500' of 6' fence	\$ 11,800.00
Area 4 ~10' of bent top rail	\$ 40.00
Area 5 ~12' of top rail	\$ 200.00



ITB 2018802 - Fencing

Sugarloaf School

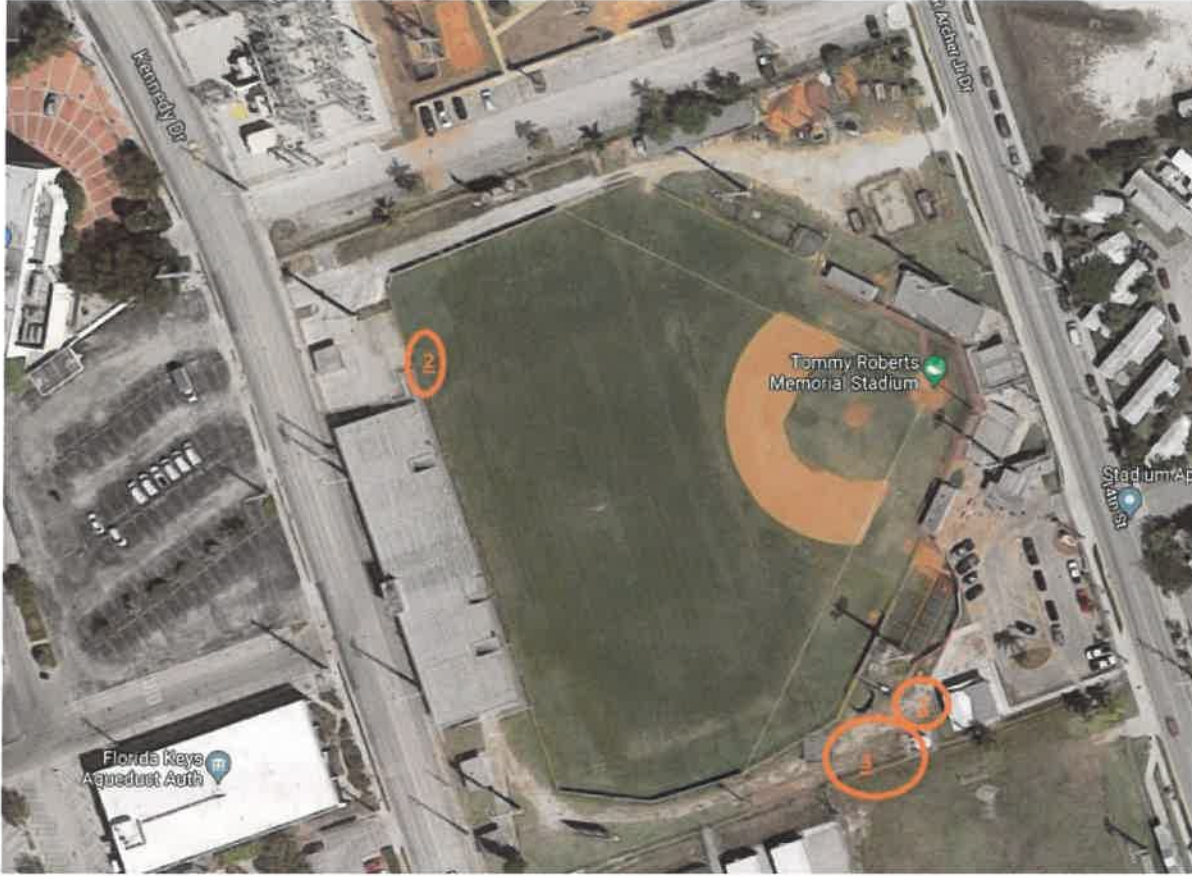
Area 1 ~50' of 12' high backstop	\$ 2,150.00
Area 2 ~40' of 12' high backstop	\$ 2,000.00
Area 3 ~20' of 6' fence, 2 poles and top rail	\$ 500.00
Area 4 ~10' of 6' fence	\$ 380.00
Area 5 ~50' of top rail and bent posts	\$ 980.00
Area 6 6' bent corner post	\$ 1,250.00
Area 7 ~50' of 4' fence, top rail, and posts	\$ 2,000.00
Area 8 ~75' of 4' fence, top rail, and posts	\$ 1,500.00
Area 9 ~8' of 4' fence, top rail, and posts	\$ 380.00
Area 10 ~60' of top rail on 6' fence	\$ 240.00



ITB 2018802 - Fencing

Tommy Roberts Memorial Stadium

Area 1 ~25' of top rail irrigation tank area	\$ 180.00
Area 2 ~20' of 4' fence on ADA ramp of bleachers	\$ 580.00
Area 3 ~60' of 6' fence behind irrigation system	\$ 1,680.00



ITB 2018802 - Fencing

Poinciana School

Area 1 ~170' of 12' fence	\$ 5,980.00
Area 2 ~70' of 4' green vinyl fence	\$ 1,540.00
Area 3 ~20' of 4' and posts	\$ 750.00



ITB 2018802 - Fencing

Horace O'Bryant School

Area 1 ~1200' of 12' fence to restand/support	\$ 21,600.00
Area 2 12' gate post bent	\$ 250.00
Area 3 ~200' of 6' fence and posts	\$ 4,500.00



ITB 2018802 - Fencing

Reynolds School

Area 1 ~20' of 6' fencing and top rail \$ 380.00

Area 2 ~40' of 6' fencing and top rail \$ 1,000.00



ITB 2018802 - Fencing

Key West High School

Area 1 ~70' of 6' fencing repaired

\$ 1,750.00



ITB 2018802 - Fencing

BID MODEL UPPER KEYS

	Unit Price Galv.	Sub Total
• 500' of 4' fencing	<u>14.00</u>	<u>7,000.00</u>
• 100' of 5' fencing	<u>6.00</u>	<u>600.00</u>
• 500' of 6' fencing	<u>22.00</u>	<u>11,000.00</u>
• 200' of 8' fencing	<u>25.00</u>	<u>5,000.00</u>
• 100' of 10' fencing	<u>30.00</u>	<u>3,000.00</u>
• 200' of bottom rail	<u>4.00</u>	<u>800.00</u>
• 5 gates less than 6' wide	<u>780.00</u>	<u>3,900.00</u>
• 2 gates between 6' and 13' wide	<u>1,100.00</u>	<u>2,200.00</u>
• 1 gate larger than 13' and less than 20' wide	<u>1,500.00</u>	<u>1,500.00</u>

Unit Price PVC Coated

• 500' of 4' fencing	<u>16.00</u>	<u>8,000.00</u>
• 100' of 5' fencing	<u>6.00</u>	<u>600.00</u>
• 500' of 6' fencing	<u>25.00</u>	<u>12,500.00</u>
• 200' of 8' fencing	<u>29.00</u>	<u>5,800.00</u>
• 100' of 10' fencing	<u>35.00</u>	<u>3,500.00</u>
• 200' of bottom rail	<u>5.00</u>	<u>1,000.00</u>
• 5 gates less than 6' wide	<u>780.00</u>	<u>3,900.00</u>
• 2 gates between 6' and 13' wide	<u>1,100.00</u>	<u>2,200.00</u>
• 1 gate larger than 13' and less than 20' wide	<u>1,500.00</u>	<u>1,500.00</u>

Repairs	Unit Price	Sub Total
• Reset 10 fence posts	<u>15.00</u>	<u>150.00</u>
• Reset 10 street signs	<u>15.00</u>	<u>150.00</u>
• Replace 10 4-6' fence posts	<u>60.00</u>	<u>600.00</u>
• Replace 10 7-12' fence posts	<u>75.00</u>	<u>750.00</u>
• Repair of 100' of top rail	<u>2.70</u>	<u>270.00</u>
• Replace 100' of Galv. top rail	<u>4.00</u>	<u>400.00</u>
• Replace 100' of PVC coated top rail	<u>5.00</u>	<u>500.00</u>
• Re-tie 300' of fence cloth	<u>5.00</u>	<u>1,500.00</u>
• Remove and Dispose of 400' 4-6' fence	<u>5.00</u>	<u>2,000.00</u>
• Remove and Dispose of 200' 7-12' fence	<u>5.00</u>	<u>1,000.00</u>
• IRMA specific repairs		
• Key Largo School		<u>8,430.00</u>
• Coral Shores HS		<u>19,160.00</u>
• Plantation Key School		<u>1,680.00</u>
• Admin Annex at mm 90		<u>5,890.00</u>

TOTAL	<u>117,080.00</u>
--------------	--------------------------

ITB 2018802 - Fencing

BID MODEL MIDDLE KEYS

	Unit Price Galv.	Sub Total
• 500' of 4' fencing	<u>14.00</u>	<u>7,000.00</u>
• 100' of 5' fencing	<u>6.00</u>	<u>600.00</u>
• 500' of 6' fencing	<u>22.00</u>	<u>11,000.00</u>
• 200' of 8' fencing	<u>25.00</u>	<u>5,000.00</u>
• 100' of 10' fencing	<u>30.00</u>	<u>3,000.00</u>
• 200' of bottom rail	<u>4.00</u>	<u>800.00</u>
• 5 gates less than 6' wide	<u>780.00</u>	<u>3,900.00</u>
• 2 gates between 6' and 13' wide	<u>1,100.00</u>	<u>2,200.00</u>
• 1 gate larger than 13' and less than 20' wide	<u>1,500.00</u>	<u>1,500.00</u>

	Unit Price PVC Coated	
• 500' of 4' fencing	<u>16.00</u>	<u>8,000.00</u>
• 100' of 5' fencing	<u>6.00</u>	<u>600.00</u>
• 500' of 6' fencing	<u>25.00</u>	<u>12,500.00</u>
• 200' of 8' fencing	<u>29.00</u>	<u>5,800.00</u>
• 100' of 10' fencing	<u>35.00</u>	<u>3,500.00</u>
• 200' of bottom rail	<u>5.00</u>	<u>1,000.00</u>
• 5 gates less than 6' wide	<u>780.00</u>	<u>3,900.00</u>
• 2 gates between 6' and 13' wide	<u>1,100.00</u>	<u>2,200.00</u>
• 1 gate larger than 13' and less than 20' wide	<u>1,500.00</u>	<u>1,500.00</u>

Repairs	Unit Price	Sub Total
• Reset 10 fence posts	<u>15.00</u>	<u>150.00</u>
• Reset 10 street signs	<u>15.00</u>	<u>600.00</u>
• Replace 10 4-6' fence posts	<u>60.00</u>	<u>750.00</u>
• Replace 10 7-12' fence posts	<u>75.00</u>	<u>750.00</u>
• Repair of 100' of top rail	<u>2.70</u>	<u>270.00</u>
• Replace 100' of Galv. top rail	<u>4.00</u>	<u>400.00</u>
• Replace 100' of PVC coated top rail	<u>5.00</u>	<u>500.00</u>
• Re-tie 300' of fence cloth	<u>5.00</u>	<u>1,500.00</u>
• Remove and Dispose of 400' 4-6' fence	<u>5.00</u>	<u>2,000.00</u>
• Remove and Dispose of 200' 7-12' fence	<u>5.00</u>	<u>1,000.00</u>
• IRMA specific repairs		
• Switlik School		<u>6,650.00</u>
• Marathon HS		<u>6,850.00</u>

TOTAL	<u>95,420.00</u>
--------------	-------------------------

ITB 2018802 - Fencing

BID MODEL LOWER KEYS

	Unit Price Galv.	Sub Total
• 500' of 4' fencing	<u>14.00</u>	<u>7,000.00</u>
• 100' of 5' fencing	<u>6.00</u>	<u>600.00</u>
• 500' of 6' fencing	<u>22.00</u>	<u>11,000.00</u>
• 200' of 8' fencing	<u>25.00</u>	<u>5,000.00</u>
• 100' of 10' fencing	<u>30.00</u>	<u>3,000.00</u>
• 200' of bottom rail	<u>4.00</u>	<u>800.00</u>
• 5 gates less than 6' wide	<u>780.00</u>	<u>3,900.00</u>
• 2 gates between 6' and 13' wide	<u>1,100.00</u>	<u>2,200.00</u>
• 1 gate larger than 13' and less than 20' wide	<u>1,500.00</u>	<u>1,500.00</u>

Unit Price PVC Coated

• 500' of 4' fencing	<u>16.00</u>	<u>8,000.00</u>
• 100' of 5' fencing	<u>6.00</u>	<u>600.00</u>
• 500' of 6' fencing	<u>25.00</u>	<u>12,500.00</u>
• 200' of 8' fencing	<u>29.00</u>	<u>5,800.00</u>
• 100' of 10' fencing	<u>35.00</u>	<u>3,500.00</u>
• 200' of bottom rail	<u>5.00</u>	<u>1,000.00</u>
• 5 gates less than 6' wide	<u>780.00</u>	<u>3,900.00</u>
• 2 gates between 6' and 13' wide	<u>1,100.00</u>	<u>2,200.00</u>
• 1 gate larger than 13' and less than 20' wide	<u>1,500.00</u>	<u>1,500.00</u>

Repairs	Unit Price	Sub Total
• Reset 10 fence posts	<u>15.00</u>	<u>150.00</u>
• Reset 10 street signs	<u>15.00</u>	<u>150.00</u>
• Replace 10 4-6' fence posts	<u>60.00</u>	<u>600.00</u>
• Replace 10 7-12' fence posts	<u>75.00</u>	<u>750.00</u>
• Repair of 100' of top rail	<u>2.70</u>	<u>270.00</u>
• Replace 100' of Galv. top rail	<u>4.00</u>	<u>400.00</u>
• Replace 100' of PVC coated top rail	<u>5.00</u>	<u>500.00</u>
• Re-tie 300' of fence cloth	<u>5.00</u>	<u>1,500.00</u>
• Remove and Dispose of 400' 4-6' fence	<u>5.00</u>	<u>2,000.00</u>
• Remove and Dispose of 200' 7-12' fence	<u>5.00</u>	<u>1,000.00</u>
• IRMA specific repairs		
• Big Pine Key Academy		<u>21,340.00</u>
• Sugarloaf School		<u>11,380.00</u>
• Poinciana School		<u>8,270.00</u>
• Key West HS		<u>1,750.00</u>
• Tommy Roberts Memorial Stadium		<u>2,440.00</u>
• Reynolds School		<u>1,380.00</u>

TOTAL

128,480.00

ITB 2018802 - Fencing

GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS ITB 2018802		
DATE:	TIME (ET):	ACTION:
January 13, 2017	8:00 AM	Release Solicitation
January 13, 17, 20, 2018	Publication	Notice of Solicitation /Bid Opening
January 23, 2018	9:00 AM and/or 2:00 PM	Mandatory Pre-Bid Meeting (Open to Public – contractor must attend at least one meeting – see scope for details)
January 30, 2018	5:00 PM	Last day for submission of written questions to MCSD
January 31, 2018	5:00 PM	Last day for MCSD to post answers to questions
February 16, 2018	9:00 AM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
February 19, 2018	5:00 PM	Recommendation to Award
March 20, 2018	3:00 PM	Board Meeting (Open to Public – Marathon High School 350 Sombrero Beach Rd, Marathon, FL 33050)

ITB 2018802 - Fencing

C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and ITB 2018802 - Fencing. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original, two (2) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than February 16, 2018 at 1:00 PM to:

**Monroe County School District
Administration Building - Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040**

D. CONDITIONS AND LIMITATIONS

- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.
- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.
- k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

ITB 2018802 - Fencing

E. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals:** PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE. The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. **Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.** Any company not responding to this request with either a proposal or a "NO BID" may be removed from the active broadcast list.

- c) **Receipt of Proposals:** The Internal Services Department / Purchasing Division is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **Internal Services Department / Purchasing Division** by the specified due date and time.

LATE PROPOSALS WILL NOT BE OPENED.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the

ITB 2018802 - Fencing

evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation or Invitation to Bid** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Jessica.Bailey@KeysSchools.com. The Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or Invitation to Bid, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly

prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Internal Services Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to an Invitation to Bid, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION: The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT: The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued

ITB 2018802 - Fencing

invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST
Per the provisions of Florida Statute 287.133 (2)(a), "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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or

specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on www.demandstar.com**. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT: The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION: The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

ITB 2018802 - Fencing

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

- a) **"By Item"**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **"All or None by Group, Section or Category"**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **"All or None"** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a "Notice to Reject All Bids".

- d) **"Primary & Secondary Suppliers or Contractors"**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **"Rotating Short List of Contractors"**. An ITB is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **"Qualified Supplier Sourcing"** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent's proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or

ITB 2018802 - Fencing

omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or Invitation to Bid. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Audit & Finance Committee (AFC) will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the AFC will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so. The AFC shall be

solely responsible for determining the acceptability of a proposal.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the Internal Services Department / Purchasing Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of

ITB 2018802 - Fencing

protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based; and, (d) such other information as deemed relevant the issue.

33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT: The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS: The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new, the latest model manufactured, first quality, carry the manufacturer's standard warranty** and be equal to or exceed the specifications listed in the solicitation. Proposals on "*used, remanufactured or reconditioned* equipment" or "*blemis or seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or

manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at www.KeysSchools.com.

42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 8:00 A.M. and 5:00 p.m., Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which

ITB 2018802 - Fencing

may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.

45. INVOICES AND PAYMENT TERMS: All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five(5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a

determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ITB 2017701 – Stanley Switlik Sewer Connection

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com

ADDENDUM NO. NA DATED NA

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

Date: 02/15/2018



Applicant's Signature

ITB 2018802 - Fencing

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your "Bidder's List".
- ☐ Other (specify below).

REMARKS: NA

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidder's List of the School Board of Monroe County.

Company Name: _____ Email: _____

Proposal Number: _____ Date: _____

Signature: _____ Fax: _____

Telephone: _____

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.


Signature

Caridad Gomez

Printed Name

02/15/2018

Date

ITB 2018802 - Fencing

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

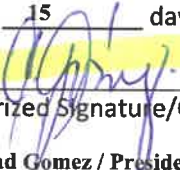
(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 15 day of February, 2018.

By 
Authorized Signature/Contractor

Caridad Gomez / President

Typed Name/Title

Gomez and Son Fence, Corp

Contractor's Firm Name

10805 NW 22nd Street

Street Address

Miami, Florida 33172

City/State/Zip Code

(305) 471-8922


Area Code/Telephone Number

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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 violation of such prohibition.
2. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. 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 proposal, the employees 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. Impose a sanction on, or require 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



Vendor's Signature

NON-COLLUSION AFFIDAVIT

I, Caridad Gomez of the City of Miami, Florida
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am President, the bidder making the proposal for
the project described as follows:

Gomez and Son Fence, Corp

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.


Signature of Authorized Representative

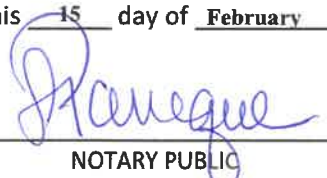
02/15/2018

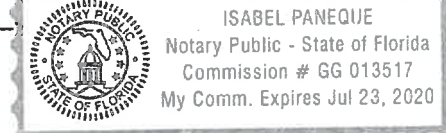
Date

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Caridad Gomez
who, X being personally known, ___ or having produced ___
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this 15 day of February, 2018


NOTARY PUBLIC



My Commission Expires:

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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."

ITB 2018802 - Fencing

RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')

THE SCHOOL DISTRICT OF MONROE COUNTY

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Caridad Gomez, of the City/Township/Parrish of Miami-Dade, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:
Name of company/vendor: Gomez and Son Fence, Corp and Nature of services
presently being offered to School District: Fencing

2) I have ___ have not X, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.

b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

02/15/2018
Date

[Signature]
(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Miami - Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Caridad Gomez, who, X being personally known, ___ or having produced ___ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 15 day of February 2018.

[Signature]
NOTARY PUBLIC



My commission expires:

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Gomez and Son Fence, Corp

(Name of Business)

1. Publish 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. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 (Florida Statutes) 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or 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.


Applicant's Signature

02/15/2018
Date

ITB 2018802 - Fencing

SB 988 – HIGH-RISK OFFENDERS

by Argenziano (HB 7103 by Safety & Security Council)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

ITB 2018802 - Fencing

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gomez and Son Fence, Corp

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10805 NW 22nd Street

6 City, state, and ZIP code
Miami, Florida 33172

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number


4	5	-	2	7	3	1	3	9	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **02/15/2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ITB 2018802 - Fencing

**Monroe County School District
Vendor Information Sheet**

Vendor Name: Gomez and Son Fence, Corp

Federal EIN/SSN: 45-2731396

Primary Address: 10805 NW 22nd Street, Miami, Florida 33172

Payment Address: P.O. Box 226915, Miami, Florida 33222

Contact Name: Caridad Gomez, Isabel Paneque, Albert Aguirre

Phone: (305) 471-8922 ext.

Fax: (305) 471-8925

E-Mail: caridadgomez001@hotmail.com, egomez@gomezfence.com, albert@gomezfence.com

FENCING

ITB 2018802

Name	Firm	Phone	Email	Annex	SUG
Christopher Gomez	Gomez & Son Fence	305-807-346	Chris@GomezFence.com	✓	
Emily Lutes	Pabon Engineering, Inc	305-218-3541	ecPabon@outlook.com	✓	
Michael Reid	Florida Fence Corp.	305-852-4324	floridafence@aol.com	✓	
Daniel Colva	Island Fence	305-509-3375	IslandFence33@yahoo.com	✓	

CONTRACTOR ID / LICENSE #
12866 / 12866

CERTIFICATE OF COMPETENCY NUMBER:
SP1694

CERTIFICATE TYPE:
FENCE ERECTOR CONTRACTOR



MONROE COUNTY GROWTH MANAGEMENT - BUILDING DEPARTMENT

Middle Keys/Main Office: 2798 Overseas Highway, Marathon, FL (305) 289-2501

Lower Keys Office: 5503 College Road, Key West, FL (305) 295-3990

Upper Keys Office: 102050 Overseas Highway, Key Largo, FL (305) 453-8800
11601 CR 905, Key Largo, FL (305) 453-8765

CERTIFICATE OF COMPETENCY

! IMPORTANT: CONTRACTOR CERTIFICATE OF COMPETENCY ENCLOSED !

GOMEZ, CARIDAD
420 NW 120TH AVENUE

MIAMI FL, 33182

Dear Certificate of Competency Holder:

Please find below your renewed Monroe County Certificate of Competency.
Please note:

- You have agreed to abide by the requirements found in Monroe County Code 6-234
- It is the certificate holder's responsibility to notify this office in writing of any legal name and/or address changes by completing the Name and/or Address Change Form. (Obtained from our website at www.monroecounty-fl.gov).
- Journeyman and Masters are NOT contractors, and therefore, are prohibited from contracting, and shall only perform work in their trade while under the supervision and direction of a licensed contractor of same category.
- Contracting shall only be done under the qualified business name. This license does NOT belong to the Company and may NOT be renewed or used by another individual or company other than the license holder named herein for any construction purposes
- If you are inactive, you may NOT contract to do work or pull a permit, and you do not need to have current insurances on file.

Thank you.

MONROE COUNTY GROWTH MANAGEMENT BUILDING DEPARTMENT CERTIFICATE OF COMPETENCY

This is to certify that the contractor listed is in good standing.

This certificate according to law of competency is valid and in force unless revoked until the noted expiration date below.

Rick Griffin
BUILDING OFFICIAL

Issue date: 10/12/2017
Expiration date: 10/31/19
Qualifier: GOMEZ, CARIDAD
Company name: GOMEZ & SON FENCE CORP
License type: FENCE ERECTOR CONTRACTOR (SP8)
County license: SP1694

RECEIPT #: 20027578

Cont.ID: 12866

AMOUNT PAID \$ 150.00

CONTRACTOR ID / LICENSE #
12866 / 12866

CERTIFICATE OF COMPETENCY NUMBER:
SP 1694

CERTIFICATE TYPE:
FENCE ERECTOR CONTRACTOR



MONROE COUNTY GROWTH MANAGEMENT - BUILDING DEPARTMENT

Middle Keys/Main Office: 2798 Overseas Highway, Marathon, FL (305) 289-2501

Lower Keys Office: 5503 College Road, Key West, FL (305) 295-3990

Upper Keys Office: 102050 Overseas Highway, Key Largo, FL (305) 453-8800
11601 CR 905, Key Largo, FL (305) 453-8765

2017 - 2019 CERTIFICATE OF COMPETENCY RENEWAL NOTICE

! IMPORTANT: CONTRACTOR COMPETENCY RENEWAL DUE !

GOMEZ, CARIDAD
GOMEZ & SON FENCE CORP
420 NW 120TH AVENUE
MIAMI FL, 33182

Check and Remit fee for ONE:
☒ Active Renewal Fee Due: \$150.00
☐ Inactive Renewal Fee Due: \$75.00

Dear Certificate of Competency Holder:

Your Monroe County Certificate of Competency is due to expire October 31, 2017. You must complete and submit, as one complete packet to any of our offices, on or before October 31 of this year (to avoid penalty fees) the following:

- This Renewal form (page 1 only) with the appropriate signatures,
- All required documents listed on the attached instructional page, and
- Renewal fee listed above made payable to: Monroe County Building Department

Section I - Applicant Personal Information

☐ Check if any address change

Last Name: <u>GOMEZ</u>	First Name: <u>Caridad</u>	Middle Name:
Home Mailing Address: <u>420 NW 120 AVENUE</u>		Apt./Suite #:
City: <u>Miami</u>	State: <u>FL</u>	Zip Code: <u>33182</u>
Driver's License # / State: <u>G 520-100-55-955-0</u>	E-mail Address: <u>egomez@gomezfence.com</u>	Cell Phone #: <u>(305) 525-2251</u>
		Date-of-Birth: <u>12/15/65</u>

Section II - Business to be Qualified Information

☐ Check if any address change

Qualifier's Role or Title in Company: <u>Owner</u>			
Qualified Business Name: <u>Gomez & Son Fence Corp.</u>			
Document or Registration # on file with the Florida DOS Division of Corporations: <u>PI6000084919</u>	State Registration Number, if applicable:		
Mailing Address: <u>PO BOX 226915</u>	Suite #:		
City: <u>Miami</u>	State: <u>FL</u>	Zip Code: <u>33222</u>	Phone Number: <u>(305) 471-8922</u>
Alternate E-mail Address: <u>egomez@gomezfence.com</u>			

Section III - Business No Longer Wish to be Qualified Information If not applicable, write N/A.

Business Name: <u>N/A</u>	Office Use: Contractor ID #:
---------------------------	---------------------------------

ACKNOWLEDGEMENT signature required below:

- I acknowledge that I have read M.C.C. 6-234 Required (Advertisement) and agree to abide by the requirements of this section.
- I understand that:
 - It is the certificate holder's responsibility to notify this office in writing of any legal name and/or address changes by completing the Name and/or Address Change Form. (Obtained from our website at www.monroecounty-fl.gov).
 - Journeyman and Masters are NOT contractors, and therefore, are prohibited from contracting, and shall only perform work in their trade while under the supervision and direction of a licensed contractor of same category.
 - Contracting shall only be done under the qualified business name. This license does not belong to the Company and may not be renewed or used by another individual or company other than the license holder named herein for any construction purposes.
- I swear and affirm that I am the qualifier and that all of the above is correct, true, and accurate to the best of my knowledge.

CERTIFICATE HOLDER SIGNATURE:	DATE: <u>8/20/17</u>
CERTIFICATE HOLDER: GOMEZ, CARIDAD	LICENSE NUMBER: SP 1694



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keyes Coverage Inc 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: Deanna Elias PHONE (A/C, No, Ext): (954) 724-7000 FAX (A/C, No): (954) 724-7024 E-MAIL ADDRESS: deanna@keyescorverage.com
INSURED Gomez & Son Fence Corp. 10805 NW 22nd Street Miami FL 33172	INSURER(S) AFFORDING COVERAGE INSURER A: Normandy Ins Co NAIC # 13021 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NHFL0074652017	8/16/2017	8/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Monroe County Building Department
2798 O/S Hwy Suite 300
Marathon, FL 33050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carey Keyes/DE

© 1988-2014 ACORD CORPORATION. All rights reserved.



3AA134623

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KEY KNOWLEDGE INSURANCE, INC. 9101-C S.W. 19th Place Fort Lauderdale FL 33324	CONTACT NAME: Maria Ryals	FAX (A/C No.): 954-382-0080
	PHONE (A/C No. Ext.): 954-382-5259	E-MAIL ADDRESS: mryals@keyknowledgeins.com
INSURED Gomez & Son Fence Corp. 10805 NW 22 ST Miami FL 33172	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Evanston Insurance Company	
	INSURER B: Burlington Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	3AA134623	05/14/2017	05/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input type="checkbox"/> <input type="checkbox"/>	N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> <input type="checkbox"/>	HFF0003492-1	05/14/2017	05/14/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<input type="checkbox"/> <input type="checkbox"/>	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fence Contractors.

CERTIFICATE HOLDER

Monroe County Building Department
2798 O/S Hwy Suite 300
Marathon, FL. 33050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Ryals, Agent

© 1988-2015 ACORD CORPORATION. All rights reserved.

Detail by Entity Name

Florida Profit Corporation
GOMEZ & SON FENCE CORP.

Filing Information

Document Number	P16000084919
FE/EIN Number	45-2731396
Date Filed	10/19/2016
Effective Date	10/15/2016
State	FL
Status	ACTIVE ✓

Principal Address

10805 NW 22 STREET
DORAL, FL 33172

Mailing Address

PO BOX 226915
MIAMI, FL 33222

Registered Agent Name & Address

GOMEZ, CARIDAD
420 NW 120 AVENUE
MIAMI, FL 33182

Officer/Director Detail**Name & Address**

Title P

GOMEZ, CARIDAD
PO BOX 226915
MIAMI, FL 33222

Annual Reports

Report Year	Filed Date
2017	01/23/2017

Document Images

01/23/2017 -- ANNUAL REPORT [View image in PDF format](#)

10/19/2016 -- Domestic Profit [View image in PDF format](#)

**2017 / 2018
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2018 ✓**

Business Name: GOMEZ & SON FENCE

RECEIPT# 30140-114867 ✓

Owner Name: GOMEZ & SON FENCE CORP, CARIDAD
Mailing Address: GOMEZ
PO BOX 226915
MIAMI, FL 33222

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-471-8922
Business Type: CONTRACTOR (FENCE ERECTOR)

Employees 4

COMP CARD: SP 1694

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 000-16-00020203 07/11/2017 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2018**

Business Name: GOMEZ & SON FENCE

RECEIPT# 30140-114867

Owner Name: GOMEZ & SON FENCE CORP, CARIDAD
Mailing Address: GOMEZ
PO BOX 226915
MIAMI, FL 33222

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-471-8922
Business Type: CONTRACTOR (FENCE ERECTOR)

Employees 4

COMP CARD: SP 1694

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 000-16-00020203 07/11/2017 20.00



Gomez & Son FenceTM

We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

Gomez & Son Fence is the premier designer and installer of Commercial and Residential fences in South Florida. The company has been located in Doral for 28 years serving Key West to Martin County. Caridad and Heriberto Gomez founded Gomez and Son Fence in 1983. Gomez & Son is renowned in South Florida for providing high quality, innovative designed fences and superior customer service.

One of the first fence companies in South Florida to have an in-house design and fabrication shop capable of creating any type of standard or customized commercial or residential chain-link, galvanized metal, Welded Steel, Aluminum, Wood, Custom Combinations, Bollards and guard rails.

Gomez & Son Fence is a minority and women-owned business registered in the State of Florida.

Gomez & Son Fence is confident that the quality, flexibility, and competitive pricing we offer will satisfy even the most discriminating client. Our company thrives on the premise that our customers matter, and our work and efforts always reflect that goal.

With effective and efficient management, we can provide our customers with the most competitive pricing in the area and quality service that results in long-term relationships with our clients. We install:

- Commercial Chain Link Fence
- Temporary Construction Fence
- Industrial Ornamental Fence
- Custom Gates
- Emergency Repairs
- Custom Combinations
- Aluminum Picket Fence
- Temporary Fence Rentals
- Guard-Rails
- Electric Motorized Gates
- Wood fences
- Bollards





Gomez & Son FenceTM

We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

Business Structure

- Sole Proprietorship
- 28 years in Business
- 25 Employees
- Federal Tax ID Number: 45-2731396
- Florida Registration #G08116900294
- CSBE License, Level One # 1062
- Dun & Bradstreet # 147781470
- Dade County Competency Certificate # 000016587
- Broward County Competency Certificate # 91-5923-F-X
- Disadvantage Business Certification #4108
- Minority/Women Business Enterprise Certification #6504096

Financial Information Insurance

- Regents Bank, Doral Florida
- Bonding Capacity: \$1,000,000 Security Bond Associate Inc
- General Liability: \$2,000,000 Key Knowledge Insurance Inc 954-382-5259
- Auto Liability: \$1,000,000 Key Knowledge Insurance Inc. 954-382-5259
- Workers Comp: Gil, Garden, Avenrani Insurance Group 305-630-4777

Trade/Services Provided

Wood-Wrought Iron-Chain Link-Ranch Fencing-Razor Wire Security Fencing-Masonry Walls, Columns, & Entry Monuments-Decks & Outdoor Entertainment Centers-Custom & Automatic Slide or Swing Gates-Structural Steel-Staircases & Railings-

NAICS Codes Provided

- 32 31 13 Chain Link Fences and Gates
- 32 31 13.23 Recreational Court Fences and Gates
- 32 31 13.26 Tennis Court Fences and Gates
- 32 31 13.29 Tennis Court Wind Breaker
- 32 31 13.33 Chain Link Backstops
- 32 31 13.53 High Security Chain Link Fences & Gates
- 32 31 16 Welded Wire Fences and Gates
- 32 31 19 Decorative Metal Fences and Gates
- 32 31 26 Wire Fences and Gates
- 32 31 29 Wood Fences and Gates

10805 N.W. 22nd St. Miami, FL 33172, 305-471-8922



Gomez & Son FenceTM

We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

- 01 56 26 Temporary Fencing
- 02 58 13 Snow Fencing
- 10 22 13 Wire Mesh Partitions
- 11 68 00 Playfield equipment and structures
- 13 19 13 Kennel enclosures and gates
- 34 71 00 Roadway Construction, Guardrails

Geographic Coverage



- **Key West**
- **Florida Keys**
- **Homestead**
- **Miami-Dade County**
- **Broward County**
- **Palm Beach County**
- **Martin County**

At **Gomez & Son Fence**, you can be assured the most reliable service from point of sale to completed installation. With each job you can expect:

- Sales Reps available from beginning to end
- Timely work crew
- Repairs to your installation when necessary
- 5 year warranty and More.



Gomez & Son Fence™

We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

Management

Caridad Gomez, Co- Founder and President. Caridad co-founded the company in 1983 with her husband Heriberto. She is recognized as an industry leader and visionary in the design fabrication and installation of commercial and residential chain link fences.

Heriberto Gomez, Co-Founder and Vice President of Operations. Heriberto designed and manages the fabrication and installation facilities for Gomez & Son. He is renowned for his manufacturing and fabrication process that give Gomez & Son a competitive edge in the market.

Erick Gomez, General Manager and Vice President of Sales. Erick is responsible for the day to day operations of the company and is actively involved in Sales and Business Development. In addition Erick is responsible for the Design and Installation services.

Suppliers

• Master Halco-	Ed La Plant-	305-471-0500
• Stephen Pipe and Steel	Jordan Beach	270-866-3331
• American Fasteners	Diana Flores	305-885-1717
• Medley Steel	Jose Sierra	305-863-7480
• Titan America Concrete	Barbara Avila	954-481-2800

Partial List of Clients:

• Miami Dade County Public School	Monroe County schools System
• City of Miramar	Palm Beach County Public Schools
• City of Sweetwater	Mount Sinai Hospital
• Costco	Miami Dade Water and Sewer
• FIU	US Coast Guard
• Miami Dade Parks Department	Miami Dade college
• Port of Miami	Over 100 General Contractors

For additional Information Please contact Erick Gomez at 305-471-8922 or email him a egomezfence@gmail.com. www.gomezfence.com

10805 N.W. 22nd St. Miami, FL 33172, 305-471-8922

List of References

	Agency / Contractor	Contact Name	Contact Number	Email Address	Contract Name	Address	Contract Amount	Project Completion Date	Scope of Work
1	Florida Department of Transportation (District 4)	Daniel Tessoif	(248) 470-4670	Daniel.Tessoif@dot.state.fl.us	SRFC - Railway Term Bid Contract	3400 West Commercial Blvd, Ft. Lauderdale, Florida 33309	Approximate Year to date Amount - \$45,000.00	from 2011 to Current	Term Bid Contract for SRFC from Miami to West Palm Beach
2	Miami Dade County Public Schools	Barbara Jones	(786) 229-5462	911232@dadeschools.net	Chain Link Fence Term Bid Contract	1450 NE 2nd Avenue, Miami, Florida 33132	Approximate Yearly to Date Amount: \$1,000,000.00	From 1998 to Current	Fencing Term Bid Contract
3	Palm Beach County Public Schools	Dorothy Banaszewski	(561) 687-7110	dorothy.banaszewski@palmbeachschools.org	Chain Link Fence Term Bid Contract	3300 Forest Hill Blvd, Suite No. A334 - West Palm Beach, Florida 33406	Approximate Year to date Amount - \$2,500,000.00	From 2011 to Current	Fencing Term Bid Contract
4	Miami Dade County Parks and Rec.	William Murphy	(305) 755-7837	wmurphy@miamidade.gov	Gwen Cherry Park	275 NW 2nd Street, 4th Floor, Miami, Florida 33128	\$27,000.00	3/1/2013	Security Aluminum Gates for Gwen Cherry Park
5	Port of Miami	Mario Novoa	(305) 347-4812	MANVOA@miamidade.gov	Chute Road Relocation	1580 North Cruise Blvd, Miami, Florida 33132	\$145,000.00	03/01/2013 to Current	F&I 6700 LF of 6' + 1' High Security Chain Link Fencing
6	Palm Beach County - Purchasing	Craig Lloyd	(561) 233-3960	CLloyd@pbgov.org	Term Bid Contract	50 South Military Trail, West Palm Beach, Florida 33415	Approximate Year to date amount \$22,000.00	From 06/01/2013 to Current	Fencing Term Bid Contract
7	Odebrecht - Central JV	Rodrigo Ariza	(305) 704-5816	raariz@odebrecht.com	Hollywood International Airport Runway Expansion	100 Aviation Blvd Ft. Lauderdale, Florida	\$295,000.00	06/12/2012 to Current	F&I 27,000 LF of Temporary AOA Spec Chain link fence for Broward Runway Expansion Perimeter Fence
8	Florida Turnpike Enterprise	William Garnett	(954) 994-1726	Garnett.Williams@dot.state.fl.us	Canal Protection MM	Florida Turnpike Enterprise Homestead Extension	\$75,000.00	06/01/2012 to 09/01/2012	F&I - 150 LF of TDOT Spec Guardrail, Cable rail and 2 - 27' Deep Drift Shafts on Florida Turn Pike
9	Triple R Paving	Mrs. Patricia Pucelle	(954) 792-4205	ppucelle@trppaving.com	Port Everglades - Midtosh Road	Port Everglades - Midtosh Road	\$150,000.00	06/01/2012 - Current	F&I 4500 LF of 10' + 1' High Security Chain link fencing in Port Everglades
10	Thornton Construction	Paul Fickertsen	(305) 649-1995	paul@thornton-inc.com	Broward County - Judges Parking Lot	Broward County Courthouse	\$55,000.00	03/01/2012 - 06/01/2012	F&I Security Chain link fencing at New Judges Parking lot in Broward County
11	West Construction	Karey Wright	(561) 436-2980	kwright@westconstructioninc.com	CB Smith Park Flume Replacement	900 N. Tampa Road, Perimeter Parks, Fl 33028	\$79,500.00	04/01/2013 - Current	F&I 880 LF of Security Fencing at CB Smith Park
12	Coastal Construction	Tim Moses	(305) 361-8649	tmoses@coastalconstruction.com	350 Oceana	350 Ocean Blvd, Key Biscayne, Fl	\$350,000.00	12/01/2013 - Current	F&I over 5000 LF of various different type of fencing along perimeter and etc.
13	City of Coral Gables	Mr. Dallas Brown	(305) 460-5039	dbrown@coralgables.com	Fencing Term Bid	City of Coral Gables	Approximate Year to Date amount 25,000.00	11/01/2013 - Current	Fencing Term Bid Contract
14	City of Tamarae	Mr. Jim Nicotra	(954) 597-3569	Jim.Nicotra@tamarae.org	Colony West Golf Course	6800 NW 88th Avenue, Tamarae, Florida 33321	\$97,000.00	7/1/2014	Install 6,200 LF of 6' High Black Vinyl Chain Link Fence
15	Palm Beach County - Department of Engineering and Public Works	Mr. Ofelio Fernandez	(561) 684-4000		SW 18th Street and Palmetto Park Pedestrian Cages	Boon Raton, Florida	\$439,000.00	12/1/2014	Install 2,000 LF of Specialty EDOT Pedestrian Chain Link Cages on Pedestrian Walkways over bridges
16	State of Florida Military Affairs	Mrs. Rachel Summers	(904) 823-0255	rachel.sommers.rfg@mail.mil	Ft. Lauderdale NSA Fencing Project - (Project No. 214037)	Ft. Lauderdale, Florida	\$196,390.00	Current	Ameristar Stalwart Fencing System with 2 - 28 Wide by 6' High cantilevered rolling gates Furnish and install 888 LF of 6' + 1' High Black Vinyl Coated Chain link fence with 3 - 3' Wide by 6' + 1' High Single swing Gates, 2 - 28 Wide by 6' + 1' High Cantilevered Rolling gates, and 1 - 25' Wide by 6' + 1' High Cantilevered Rolling Gate Repair approximately 528 LF

17	FDOT - District 6	Ryan Fisher	(305) 540-7177	ryan.fisher@dot.state.fl.us	ES138	Dade County	\$100,000.00	Current	Term Bid Fencing Contract
18	FDOT - Turnpike Authority	Karl Hoffman	(354) 314-4771		EBN98	Dade, Broward, and Palm Beach County	\$100,000.00	Current	Term Bid Fencing Contract
19	State of Florida Environmental Protection Agency	Mark Reno	(305) 853-3571	mark.reno@dps.state.fl.us	Motorized Rolling Gate Proposal	Monroe County	\$13,920.00	Current	Security Gates Installation
20	State of Florida Environmental Protection Agency	Katie Parrish	(850) 245-2759	katie.parrish@dep.state.fl.us	DEP Bid No. BDCS8-13/14 - Bridge Closure Fencing and Signage on the Florida Keys Overseas Highway Trail in Monroe County	Monroe County	\$185,520.00	06/18/2014 - 07/17/2014	Security Fencing
21	TGSV Enterprises	Alejandro Arcoena	(305) 823-5755	alejandro@resu.com	Pompano Beach UPS Facility	Broward County	\$300,000.00	Current	Site security Fencing
22	Bridell City Center	Rey Aranda	(786) 445-2339	reanda@anydoc.com	Bridell City Center	Miami	\$250,000.00	Current	Site Security Fencing
23	Vero Beach Municipal Airport	Danlie Garrett	(772) 378-7930	Dgarrett@cwib.org	Vero Beach Municipal Airport Security Perimeter Fence	3400 Cheokee Drive, Vero Beach, Florida 32960	\$750,000.00	From 01/01/2013 to 08/01/2013	FBI 40,000 Lf of 8' x 1" High AOA Spec Chain Link Fence around perimeter of Vero Beach Municipal Airport
24	Florida Department of Transportation	Kevin Daugherty	(239) 955-7853	Kevin.Daugherty@dot.state.fl.us	FDOT T-1558	Alligator Alley (I-75)	\$2,045,000.00	Current	FBI 97,000 Lf of 10' x 1" High Galv. FDOT Type B Fence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KEY KNOWLEDGE INSURANCE, INC. 9101-C S.W. 19th Place Fort Lauderdale FL 33324	CONTACT NAME: Maria Ryals PHONE (A/C, No. Ext): 954-382-5259 E-MAIL ADDRESS: mryals@keyknowledgeins.com	FAX (A/C, No): 954-382-0080
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Burlington Insurance Company INSURER C: Nautilus Insurance Company INSURER D: INSURER E: INSURER F:	
NAIC #		

INSURED Gomez & Son Fence Corp. 10805 NW 22 ST Miami FL 33172	INSURER A: Evanston Insurance Company INSURER B: Burlington Insurance Company INSURER C: Nautilus Insurance Company INSURER D: INSURER E: INSURER F:
--	---

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3AA134623	05/14/2017	05/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	HFF0003492-1	05/14/2017	05/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	CONTRACTORS EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	NN668215	11/11/2017	11/11/2018	Equipment 200,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monroe County School District is listed as additional insured instead.

CERTIFICATE HOLDER

CANCELLATION

Monroe County School District
241 Trumbo Road
Key West, FL. 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Ryals, Agent

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660	CONTACT NAME: Nuria Fletes PHONE (A/C, No, Ext): 305-887-5999 E-MAIL ADDRESS: nlfetes@coastalinsgroup.com FAX (A/C, No): 305-887-7809														
INSURED Gomez and Son Fence Corp d/b/a Gomez and Son Fence PO BOX 226915 Miami FL 33460	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Mapfre Insurance Co. of Fla.</td> <td>34932</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mapfre Insurance Co. of Fla.	34932	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Mapfre Insurance Co. of Fla.	34932														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 145156512**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	5204070001949	2/3/2018	2/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Monroe County Public District
 241 Trumbo Road
 Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE							Date 3/2/2018		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.					
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #		
				Insurer A: Lion Insurance Company			11075		
				Insurer B:					
				Insurer C:					
				Insurer D:					
Insurer E:									
Coverages <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits			
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> <input type="checkbox"/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$		
		Damage to rented premises (EA occurrence)				\$			
		Med Exp				\$			
		Personal Adv Injury				\$			
		General Aggregate				\$			
		Products - Comp/Op Agg				\$			
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> <input type="checkbox"/>				Combined Single Limit (EA Accident)	\$		
		Bodily Injury (Per Person)				\$			
		Bodily Injury (Per Accident)				\$			
		Property Damage (Per Accident)				\$			
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence			
		Aggregate							
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.		WC 71949	01/01/2018	01/01/2019	X	WC Statutory Limits	OTH-ER	
	E.L. Each Accident					\$1,000,000			
	E.L. Disease - Ea Employee					\$1,000,000			
	E.L. Disease - Policy Limits					\$1,000,000			
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616						
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:									
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <div style="text-align: right;">Client ID: 91-69-805</div> <p style="text-align: center;">Gomez & Son Fence Corp.</p> <p>Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.</p> <p>Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.</p> <p>A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.</p> <p>Project Name: ISSUE 03-02-18 (KLR)</p>									
Begin Date 10/28/2017									
CERTIFICATE HOLDER				CANCELLATION					
MONROE COUNTY SCHOOL DISTRICT 241 TRUMBO ROAD KEY WEST, FL 33040				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.					

General Decision Number: FL180063 01/12/2018 FL63

Superseded General Decision Number: FL20170063

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

ELEC0349-003 02/27/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 32.11	11.80

ENGI0487-004 07/01/2013

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton		
Capacity.....	\$ 29.00	8.80
Yard Crane, Hydraulic		
Crane, Capacity 15 Ton and		
Under.....	\$ 22.00	8.80

IRON0272-004 10/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
REINFORCING.....	\$ 24.89	10.10

PAIN0365-004 07/01/2017

	Rates	Fringes
--	-------	---------

PAINTER: Brush Only.....\$ 20.21 10.08

* SFFL0821-001 01/01/2018

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 27.68 18.89

SHEE0032-003 12/01/2013

Rates Fringes

SHEETMETAL WORKER (HVAC Duct
Installation).....\$ 23.50 12.18

SUFL2009-059 05/22/2009

Rates Fringes

CARPENTER.....\$ 15.08 5.07

CEMENT MASON/CONCRETE FINISHER...\$ 12.45 0.00

FENCE ERECTOR.....\$ 9.94 0.00

LABORER: Common or General.....\$ 8.62 0.00

LABORER: Pipelayer.....\$ 10.45 0.00

OPERATOR: Backhoe/Excavator.....\$ 16.98 0.00

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....\$ 9.58 0.00

OPERATOR: Pump.....\$ 11.00 0.00

PAINTER: Roller and Spray.....\$ 11.21 0.00

PLUMBER.....\$ 12.27 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....\$ 14.33 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....\$ 14.41 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....\$ 8.00 0.15

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION