Agenda
Updated October 23, 2023

October 24, 2023
School Board of Manatee County
Regular Board Meeting and Public Hearing - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. **CALL TO ORDER**
2. **READING OF THE DISTRICT VISION | BOARD MEMBER FOREMAN**
3. **INVOCATION | MATT ENNIS**
4. **COLOR GUARD | MANATEE HIGH SCHOOL**
5. **PLEDGE OF ALLEGIANCE**
6. **INFORMATION ONLY (No Board Action Required)**
7. **APPROVAL OF THE AGENDA**
    1. Agenda Amendments - added after publishing
8. **APPROVAL OF MINUTES**
    1. Approval of the Minutes of the October 10, 2023 School Board Regular Meeting
9. **RECOGNITIONS**
    1. Career & Technical Student Organization Winners at National Competition
    2. National Principals' Month
    3. Farm City Week
10. **REPORTS AND PRESENTATIONS**
    1. Schematic Design Construction Update on East County K-8
    2. The 2024-2025 SDMC Academic Calendar
11. **PUBLIC COMMENT AND RESPONSES (UP TO 30 MINUTES)**

    Public comment is not an open forum to discuss matters unrelated to education, to support or oppose candidates for public office, or to engage in commercial speech attempting to sell a service or product to the School Board or public. Also, public comment is not a forum to attack individual school system employees or Board Members. Any such complaints should be submitted in writing to the Superintendent for appropriate handling. Finally, this is not a forum for addressing issues

involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

This is a business meeting of the School Board and the public expects that we conduct it in an orderly, efficient, effective and dignified manner. We request that speakers keep this in mind when making your comments. We also request that the audience keep that in mind and not demonstrate approval or disapproval of what a speaker has said by clapping or booing. The Board appreciates the public's input and will listen attentively, consider each comment, and usually will not respond, enter into debate, or answer questions during comments on agenda items or during the public comments section.

PUBLIC INPUT INSTRUCTIONS:
1. Before you begin speaking, please provide any handouts to the Agency Clerk.
2. Please identify yourself only by your full name for the record.
3. You have no more than three minutes to speak. Please stop speaking when the bell rings.
4. Florida Law requires all citizens to conduct themselves in an orderly fashion at public meetings.
5. **WARNING:** Any individual who interferes with the expeditious or orderly process of a School Board meeting, will be subject to removal from the meeting pursuant to Section 1001.372(3) Florida Statutes at the discretion of the Chair. Orderly fashion is deemed as, at a minimum (1) no profanity (2) no vulgar language (3) no discourteous, disrespectful, or disparaging conduct.

12. CONSENT ITEMS

All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired by a Board member, that item will be removed from the Consent Agenda and will be considered at the end of the section.

1. Approval of Participation for Qualifying School District of Manatee County Students and Advisors to Attend Florida Statewide and National STEM Competitions in the 2023-2024 School Year (Multiple Funding Sources)
2. Approval to Apply for an Economic Development Administration (EDA) 2023 Disaster Supplemental Funding Grant in the Amount of $2,170,616.00 (No Financial Impact) - updated Friday October 20, 2023
3. Approval of the 2023-2024 District Best Practices Assessment and School Security Risk Assessment Reports (No Financial Impact)
4. Approval to Use The Interlocal Purchasing System (TIPS) Contract #220101 on Safety Equipment, Supplies, and Services, SDMC No. 24-0082-KD, Estimated in the Amount of $250,000.00 Annually (Multiple Funding Sources)
5. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
6. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)
7. Approval of Parrish Community High School Classroom Addition - Amendment 1 - Pre-Construction Agreement Between Owner and Williams Company Tampa in the Amount of $1,595,830.00 (Capital Funds)
8. Authorize the Superintendent to execute a Certificate of Occupancy for the District regarding the Freedom Elementary School - Classroom Addition (No Financial Impact)
9. Approval of the Bid for Accordion Doors or Walls, Automatic, Overhead, TG Roll-up, Storefront- Maintenance, Repair and Installation, SDMC No. 24-0073-MR, Estimated in

the Amount of $150,000.00 (Local Capital Improvement)

10. Approval of the Agreement Between Align Consulting, LLC and the School Board of Manatee County for the 2023-2024 School Year, In the amount of $116,000.00 (Federal Funds)
11. Approval of Palma Sola Elementary School Campus Renovations - Pre-Construction Agreement Between Owner and McIntyre Elwell & Strammer General Contractors, Inc. in the Amount of $132,250.00 (Capital Funds)
12. Approval of Palma Sola Elementary School Campus Renovations - AE Agreement Between Owner and Fleischman Garcia Maslowski Architecture in the Amount of $1,794,680.00 (Capital Funds)
13. Approval of the Bid on Athletic Natural Turf Maintenance, SDMC No. 24-0075-KD, Continued Procurement of Commodity, Estimated in the Amount of $700,000.00 Annually (Multiple Funding Sources)
14. Approval of the Bid for Roofing Installation and Repair Services- Commercial, Metal, Shingle, SDMC No. 24-0070-MR, Continued Procurement, Estimated in the Amount of $5,500,000.00 Per Year (Local Capital Improvements)
15. Authorize the Superintendent to execute a Certificate of Occupancy for the District regarding the Manatee and Palmetto High School â€" Field Turf Replacement projects (No Financial Impact)
16. Approval for the Parrish Community High School Girls Varsity Basketball Team To Participate in the All-State Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana on January 3-7, 2024, (No Financial Impact)
17. Approval to Purchase Additional Cyber Security Services, SDMC No. 24-0093-RG, Estimated in the Amount of $50,000.00 (General Fund)

13. PUBLIC COMMENT - NEW BUSINESS ITEMS

14. NEW BUSINESS (Discussion Items Pulled from Consent)

15. NEW BUSINESS (Non-Consent Items)

1. Approval to Purchase Panorama Education Surveys, No. 24-0076-RG, Estimated in the Amount of $130,000.00 (Multiple Funding Sources)
2. Approval of 2023-2024 Salary Schedules for SAMP (Supervisory, Administrative, Managerial and Professional staff), Hourly Non-Bargaining and School Administrator (Multiple Funding Sources)
3. Approval of the Revised Job Description and Position of Chief Operations Officer to Executive Director, School Support Services (No Financial Impact)
4. Approval of Sixth Amendment to Agreement to Purchase Property from Haval Farms, LLC in North River Ranch (No Financial Impact)

16. NEW BUSINESS (No Superintendent Recommendation)

1. Approval of Travel Expense Associated with the School Board Members' Attendance at the FSBA-FADSS Annual Joint Conference, November 28 - December 1, 2023, at the Grand Hyatt Tampa Bay, FL, Not to Exceed $5,600.00
2. Approval of Travel Expense Associated with the School Board Member's Attendance at the Florida School Finance Officers Association (FSFOA) November 2023 Conference, November 6 - November 9, 2023, at the Daytona Beach Oceanfront Resort, Daytona Beach, FL, Not to Exceed $1500.00

17. **WORKSHOP ITEMS REQUESTS**

18. **CONTINUED PUBLIC COMMENT (IF NECESSARY)**

19. **UPDATES**
    - **A. Legal Department Update**
    - **B. Operations Update**
    - **C. Instructional Update**

20. **SUPERINTENDENT REMARKS**

21. **BOARD COMMENTS**

22. **ADJOURNMENT**

AGENDA ITEM NO. 7.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing

Title
Agenda Amendments - *added after publishing*

Executive Summary
The Chair finds good cause to amend the agenda to include:

Agenda amended Friday October 20, 2023, to **add** attachments *Assurances for Construction Programs (SF-42D)* and *CD511 Lobbying Form For Superintendent Signature* **to** Consent Item *Approval to Apply for an Economic Development Administration (EDA) 2023 Disaster Supplemental Funding Grant in the Amount of $2,170,616.00. (No Financial Impact)*

Agenda amended Monday October 23, 2023 to **amend** New Business (No Superintendent Recommendation) item *Approval of Travel Expense Associated with the School Board Member's Attendance at the Florida School Finance Officers Association (FSFOA) November 2022 Conference, November 13 - November 17, 2022, at the Caribe Royale, Orlando, FL, Not to Exceed $1,400.00* **to** *Approval of Travel Expense Associated with the School Board Member's Attendance at the Florida School Finance Officers Association (FSFOA) November 2023 Conference, November 6 - November 9, 2023, at the Daytona Beach Oceanfront Resort, Daytona Beach, FL, Not to Exceed $1500.00* **and update** Executive Summary to include corrected dates and Not to Exceed amount.

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 8.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing

Title
Approval of the Minutes of the October 10, 2023 School Board Regular Meeting

Executive Summary
Approval of the Minutes of the October 10, 2023 School Board Regular Meeting.

Contact
Submitting Department: School Board

Attachments:
October 10, 2023 Board Meeting Minutes for Publish

Minutes

October 10, 2023

Regular Meeting, 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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1) CALL TO ORDER

Attendee Name	Status
Dr. Jason C. Wysong, Superintendent Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Derek Jensen, Deputy Superintendent of Instructional Services Rachel Sellers, Deputy Superintendent of Business Services Joe Ranaldi, Deputy Superintendent of Operations	Present
Pamela D'Agostino, General Counsel	Absent

Minutes: Chair Choate called the Meeting to order at 10:01 AM.

2) READING OF THE DISTRICT'S VISION

Minutes: Vice-Chair Spray read the District's Vision.

3) INVOCATION

Minutes: The invocation was given by Mr. Michael Hartman.

4) PLEDGE OF ALLEGIANCE

Minutes: Chair Choate led the recitation of the Pledge of Allegiance.

5) INFORMATION ONLY (No Board Action Required)

5.1 Year-to-Date Financial Statement Through August 31, 2023

5.2 Year-to-Date Charter School Financial Statement Summary Through August 31, 2023

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

Minutes: The Chair found good cause to amend the agenda to include:

Agenda amended on Friday, October 6, 2023, to **remove** *Bradenton Classical Academy Application for Charter School in Manatee County* item **from** New Business (Non-Consent).

Agenda amended on Friday, October 6, 2023, to **add** *Approval to Purchase Session Initiation Protocol (SIP) Trunking Services, Continued Procurement, SDMC No. 24-0084-RG, Estimated in the Amount of $192,184.80 Annually (General Fund)* item **to** New Business (Non-Consent)

Agenda amended on Friday, October 6, 2023, to **add** *Board Discussion Regarding Board Operations*, **to** *New Business (No Superintendent Recommendation*)

Agenda amended on Friday, October 6, 2023, to **update** attachment *HR Board Material* in Consent Agenda item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspension, Termination, and Transfers.*

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

7) APPROVAL OF MINUTES

7.1 Approval of the Minutes of the September 26, 2023 School Board Meeting, and September 29, 2023 Special School Board Meeting to Accept the Ratified MEA Bargaining Agreement for the School District of Manatee County

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

8) RECOGNITIONS

8.1 Red Ribbon Week

Minutes: Ms. Deborah Perry-Gambino, Community Engagement Specialist, introduced the following Elk Lodge members; Dawn Gilchrist aka "Elroy the Elk" with Lakewood Ranch, Sarasota ELKS Lodge 2855; Diane Davis, Manasota Chair of Drug Awareness with Manasota Elks Lodge 2734; and Mr. Jack Cantwell, State Vice-Chair of Drug Awareness with the Bradenton ELKS Lodge 1511.

Mr. Jack Cantwell noted the Elks Statewide Drug Awareness Program and thanked the Manatee School Board for continued support of the program within the District.

The School Board Proclamation regarding Red Ribbon Week was read by Board Member Foreman and was presented to Mr. Jack Cantwell, Vice-Chair of the Drug Awareness Program with the Bradenton ELKS Lodge 1511.

8.2 National School Lunch Week

Minutes: Mr. Michael Barber introduced Regina Thoma, Director of Food and Nutrition Services who gave a brief history of the National School Lunch Week and introduced three long term employees to the School District; Linda Bell, Deborah Smith, and Holly Blalock. Also in attendance was Principal Rudy Keezer from Ballard Elementary School.

The School Board Proclamation regarding National School Lunch Week was read by Vice-Chair Spray.

8.3 Donation of CPR Manikin

Minutes: Mr. Mike Barber introduced Mr. Ernie Withers, a local community member and founder of *Defibrillate Manatee*. Mr. Withers gave a short background of the non-profit company as well as an overview of the CPR/AED kits that were donated to the School District. Mr. Withers introduced Christine Aristide from the American Heart Association who explained the functions and contents of the instructional kit and cited the importance of learning CPR.

Superintendent Wysong presented Mr. Ernie Withers with a service award on behalf of the School Board and the School District of Manatee County.

9) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: Public Comment as follows:

1. Michael Hartman
2. Summer Bowen
3. Heather Felton
4. Lawrence Depaoli

10) REPORTS AND PRESENTATIONS

10.1 2023-2024 F.A.S.T. Progress Monitoring 1 Mathematics Assessment Results

Minutes: Mr. Derek Jensen, Deputy Superintendent of Instructional Services presented an overview of the Florida Assessment of Student Thinking (FAST) PM1 Assessment Testing results for the School District of Manatee County. Topics included the following:

- Overview of FAST Progress Monitoring
- FAST Progress Monitoring
- Family Portal
- FAST Progress Monitoring: Parent Reports

Dr. Laurie Breslin, Executive Director of Curriculum and Learning, continued the presentation with the following topics:

- School Grade Components 2023-2024
- SDMC Mathematics Progression
- SDMC Middle School Math Progression
- SDMC PM1 Mathematics Results
- PM1 Mathematics Data Summary
- Momentum Manatee: Math Instruction

The Board asked questions and held discussion. Dr. Laurie Breslin, Mr. Derek Jensen and Superintendent Wysong provided additional information.

11) CONSENT ITEMS

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

11.1 Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

11.2 Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)

11.3 Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)

11.4 Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) -(Revised 10/5/2023)

11.5 Approval of Recommendation for Termination of L. E. or, in the alternative, Recommendation to Place L. E. on Unpaid Administrative Leave Pending Resolution of a Request for Hearing on the Merits (should she timely make such a request).

11.6 Approval of the 2023-2024 School Improvement Plans, (No Financial Impact)

11.7 Approval to Purchase Cambridge Advanced International Certificate of Education (AICE) Program, SDMC No. 24-0083-BS, Continued Procurement with Vendor, Estimated in the Amount of $650,000.00 (AICE Supplemental FTE Funding)

11.8 Approval of Palmetto and Manatee High Schools - Turf Replacement - Change Order 1 - Agreement Between Owner and Jon F. Swift Construction, Inc., Reduction in the Amount of $262,917.00 (Capital Funds)

11.9 Approval to Negotiate Architectural Engineering Services and Construction Management At-Risk Services Palma Sola Elementary Campus Renovations and Partial Replacement (No Financial Impact)

11.10 Approval for the Braden River High School Junior Reserve Officer Training Corps (JROTC) Raider Team to Attend the US Army Cadet CMD Raider National Competition at Ft Knox, KY, November 2-5, 2023, (No Financial Impact)

11.11 Approval for the Bayshore High School Journalism Students to Attend the National High School Journalism Convention in Boston Massachusetts on November 2-5, 2023, (No Financial Impact)

11.12 Approval for the Manatee High School Junior Reserve Officer Training Corps (JROTC) Raider Team to Attend the US Army Cadet Command Raider National Competition at Fort Knox, KY, November 2-5, 2023, (No Financial Impact)

11.13 Approval for the Palmetto High School Junior Reserve Officer Training Corps (JROTC) Raider Team to Attend the US Army Cadet Command Raider National Competition at Fort Knox, KY, November 2-5, 2023, (No Financial Impact)

11.14 Approval for the Bayshore High School Wrestling Team To Participate in the Hoover Invitational in Hoover, Alabama on December 28-30, 2023, (No Financial Impact)

11.15 Approval for the Bayshore High School AVID (Advancement Via Individual Determination) Students to Attend Alabama State University, Auburn University and Emory University on March 17-22, 2024, (No Financial Impact)

12) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: Public Commentor was called prior to the New Business Item the speaker requested. (14.3)

13) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14) NEW BUSINESS (NON-CONSENT ITEMS)

14.1 Approval of the Budget Amendments for July and August 2023

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the budget amendments for July and August 2023, and answered additional questions.

14.2 Approval of Advertising a Notice of Intent to Amend and Adopt School Board Policies and Setting a Public Hearing at the Board Meeting on November 14, 2023

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman

AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

Minutes: Superintendent Wysong noted the policies affected are Policy 2417, Policy 6322, Policy 6550, and Policy 8405.

14.3 Approval to Name Palmetto High School Basketball Court

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray
SECONDER:	Gina Messenger
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

PUBLIC COMMENT FOR NEW BUSINESS ITEM #3:

1. Bryan Wilkes

Minutes: The Board held discussion regarding Policy 7250, Commemoration of School Facilities. Additional information was provided by Mr. Stephen Dye, School Board Attorney and Mr. Michael Barber, Director of Communications, Family, and Community Engagement.

A request was made by the Board for School Board Policy 7250 to be reviewed by the School Board Attorney to eliminate ambiguity within the policy and clear the language for future.

14.4 Approval of 2023-2024 Salary Schedules for Grandfathered Teacher 196-Days, Grandfathered Teacher 216-Days, Pay-for-Performance Teacher 216-Day and 196-Day, Para, AFSCME, and Salary Supplement Schedule (No Financial Impact) - added after publishing

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

14.5 Approval to Purchase Session Initiation Protocol (SIP) Trunking Services, Continued Procurement, SDMC No. 24-0084-RG, Estimated in the Amount of $192,184.80 Annually (General Fund) - Added after Publishing

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Richard Tatem
SECONDER:	Mary Foreman
AYES:	Chad Choate, Cindy Spray, Gina Messenger, Mary Foreman, Richard Tatem

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Board Discussion Regarding Board Operations

15.1a Motion to Advertise an Intent to Amend and Adopt School Board Policy and Bylaw 0163 and Setting a Public Hearing at the Board Meeting on November 14, 2023

RESULT:	**Passed [4-1]**

MOVER:	Cindy Spray
SECONDER:	Richard Tatem
AYES:	Cindy Spray, Chad Choate, Mary Foreman, Richard Tatem
NAYS:	Gina Messenger

Minutes: Vice-Chair Spray requested the intent to advertise a change to Bylaw 0163. The Board held discussion and asked questions about a potential change.

Additional information was provided by Mr. Stephen Dye, School Board Attorney.

16) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate requested any Board Members with a topic for workshop, contact Superintendent Wysong directly.

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

18) UPDATES

LEGAL DEPARTMENT UPDATE

Minutes: Mr. Stephen Dye, School Board Attorney, updated the Board on the following:

General Counsel – commented that he has been working closely with our new General Counsel.

OPERATIONS UPDATE

Minutes: Mr. Joseph Ranaldi, Deputy Superintendent of Operations, updated the Board on the following:

Job Fairs – provided an update on job fairs. Next Operations job fair is October 26, at Wakeland.

Transportation – provided an update on transportation recruitment efforts and training.

Food Service – shared that over 150 food service workers will be receiving the attendance incentive bonus for the first quarter.

Farm to School Month – noted that Food and Nutrition Services is celebrating Farm to School Month in October. All schools will feature a Florida fresh produce every day.

Milk Carton Shortage – shared that there is a nationwide milk carton shortage. Commented that a single company supplies 85% of the milk carton supply.

All Staff in Service Training – noted that the annual training will be held this Friday at Manatee High School from 8:00 am – 2:30 pm.

Custodial Services – shared that custodial is having their semi-annual head custodian meeting and training Friday, October 13.

Groundbreaking Event – spoke regarding the Tara Elementary Renovations & Additions project event that took place on October 6.

INSTRUCTIONAL UPDATE

Minutes: Mr. Derek Jensen, Deputy Superintendent of Instructional Services, updated the Board on the following:

Manatee Technical College Open House – provided an update on the October 5 event. Thanked Dr. Gansemer and Mr. Wagner for planning a successful event.

End of First Quarter – congratulated teachers on a successful first quarter.

Science of Reading – shared that the UF Lastinger Center will provide training to elementary school administrators and literacy coaches.

Board Member Tatem inquired about which schools offer vocational programs, and if we provide transportation for the students. Mr. Jensen responded that he would provide Board Member Tatem with a list of schools and programs offered.

19) SUPERINTENDENT REMARKS

Minutes: Superintendent Wysong updated the Board on the following:

Consent Items – highlighted items approved by the Board in today's meeting.

Public Service Announcement - thanked everyone who participated in this safety initiative.

Education Day **–** provided an update on Leadership Manatee Education Day held at Manatee Technical College on October 4.

Events – shared that he enjoyed spending time with Board Members at various community and school events.

Board Meeting – shared several agenda items that will be presented at the October 24 Board Meeting.

Benefits – noted that employee open enrollment begins on October 23, 2023.

20) BOARD COMMENTS

Board Member Messenger

Gettel Automotive – commented that Gettel Automotive donated $25,000 to Parrish Community High Schools Automotive Department. Board Member Messenger noted that this is a great opportunity for small businesses to partnership with schools.

Board Member Tatem

Safety – commented on the public service announcement video and that teachers should show this video in their classrooms and have a conversation with their students.

Board Member Foreman

Big Bank Theory – shared this is a Manatee Chamber of Commerce sponsored event starting in October. She noted it is a great event for students and encouraged volunteer participation.

Thank you – expressed her appreciation to two of the Public Comment Speakers for bringing specific items to the Boards attention.

Vice-Chair Spray

Events – provided an update on the community and school events attended.

Recognition – shared that the East County Observer featured an article on the swim teams from two Manatee County Schools.

Chair Choate

Thank you – expressed his appreciation to two of the Public Comment Speakers for bringing specific items to the Boards attention.

Meeting – Thanked the Board for a great meeting.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 1:01 PM.

_____

Chad Choate, III
Chairman

NOTICE

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

AGENDA ITEM NO. 9.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Career & Technical Student Organization Winners at National Competition

Executive Summary
The School Board will celebrate students who won first place awards at the Technology Student Association (TSA) national competition held in Louisville, Kentucky, June 28 - July 2, 2023.

Braden River High School
- Biotechnology Design - First Place: Sriya Boggavarapu, Joyce Chen, Sheena Kurakula, Kyler Wade, Lauren Wade
- Dragster Design - First Place: Austin Bankuty
- Promotional Design - First Place: Joyce Chen

Southeast High School
- Engineering Design - First Place: Nathan Rupprecht, Tomas Csomor, Brian Lemus-Tejada, Abbi Hite, Diego Caycho-Ricci

Martha B. King Middle School
- Problem Solving - First Place: Jordan Grose and Tristan Lindner

Nolan Middle School
- Website Design - First Place: Eshun Burge, Cate Kitcher, Jenna May, Liam Moseley, Keagen Terry, Jasmin Tinoco

Palm View K-8
- Technical Design - First Place: Armando Gonzalez, Luis Rodriguez

Manatee Technical College
- First Place: Arik Edstrom in the 5-Axis CNC Milling contest 2023 National Skills USA Conference in Atlanta, GA.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications, Family & Community Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 9.2

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
National Principals' Month

Executive Summary
The School Board recognizes National Principals' Month by honoring a few of our newest principals.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications, Family & Community Engagement
Initiated By: Michael Barber

Attachments:
2023 Proclamation Principals Month 10.24.2023

PROCLAMATION

NATIONAL PRINCIPALS' MONTH 2023

WHEREAS, school principals provide indispensable leadership to students and staff at schools across the School District of Manatee County; and

WHEREAS, principals are responsible for the day-to-day operations of their schools, which includes supporting the academic achievement of students, implementing and overseeing effective student programs and building positive and meaningful relationships; and

WHEREAS, principals serve as the face and voice of our schools to students, staff, families and the areas of the communities in which they serve; and

WHEREAS, principals work tirelessly to create a positive and safe school climate that is welcoming to students, staff, families and the community; and

WHEREAS, the National Association of Elementary School Principals, the National Association of Secondary School Principals and the American Federation of School Administrators have all selected October to recognize and celebrate principals;

NOW THEREFORE, BE IT PROCLAIMED by the School Board of Manatee County that the month of October 2023 shall be known, designated, and set aside as: "**National Principals Month."**

Adopted with a quorum present and voting this 24th day of October 2023.

SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA

_____
Chad Choate, III, Chair

_____
Jason C. Wysong, Ed.D. Superintendent

AGENDA ITEM NO. 9.3

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Farm City Week

Executive Summary
Farm City Week is a program created by Kiwanis International to be celebrated each year during the Thanksgiving Season. The purpose of Farm City Week is to improve communication and mutual understanding between farmers and urban residents. It is an appropriate week to recognize the struggles and celebrate the accomplishments of our agriculture community and to recognize the important relationship that exists between our farm and city communities.

Kelli Kennedy, Assistant Director, Adult, Career and Technical Education will provide the Board with an outline of upcoming events.

The Superintendent recommends approval that November 9-18, 2023, be designated as Farm City Week 2023.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications, Family & Community Engagement
Initiated By: Michael Barber

Attachments:
2023 Proclamation Farm City Week 10.24.2023

PROCLAMATION

WHEREAS, in 2023 we celebrate the 68th annual Farm City Week celebration in Manatee County; and,

WHEREAS, Farm City Week is a celebration of agriculture and the contributions the industry has made to the local economy and to the health of all citizens through the food they eat; and,

WHEREAS, the purpose of Farm City Week is to educate the community about the diversity of agriculture production in Manatee County; and,

WHEREAS, Manatee County Agriculture continues to be a major contributor to the local economy of with a market value of approximately 360 million dollars in products sold; and,

WHEREAS, more than 213,000 acres or 37% of the land in Manatee County is currently used in agriculture production; and,

WHEREAS, there are approximately 750 farms of diverse size and type of production calling Manatee County home; and,

WHEREAS, the 2023 Farm City Week theme is 'Innovations in Agriculture' bringing attention to the use of technology in agriculture production, and.

WHEREAS, the public is invited to join the celebration through the festivities held as part of Farm City Week; and,

NOW, THEREFORE, BE IT PROCLAIMED by the School Board of Manatee County, that November 9-18, 2023, shall be known, designated, and set aside as:

FARM - CITY WEEK

In Manatee County, Florida, encouraging all citizens to celebrate Agriculture and its importance to individuals, families, our community, our state, our nation, and our world.

Adopted with a quorum present and voting this 24th day of October 2023.

SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA

_____
Chad Choate, III, Chair

_____
Jason C. Wysong, Ed.D. Superintendent

AGENDA ITEM NO. 10.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing

Title
Schematic Design Construction Update on East County K-8

Executive Summary
Brando Fetzek from NDC Construction and Jessica Roddenberry from HKS Incorporated will present a schematic design construction update on East County K-8.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
East County K8

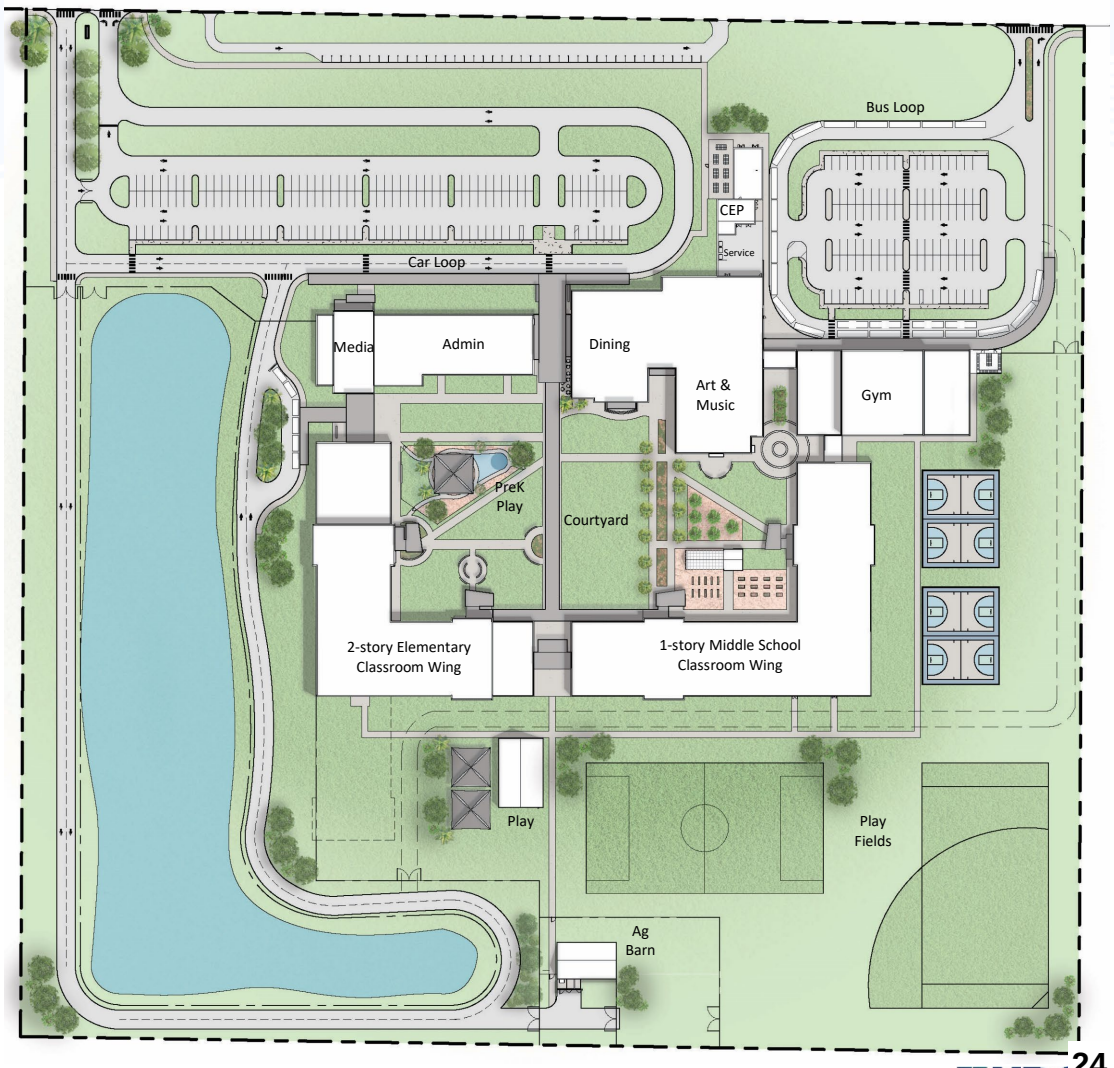
EAST COUNTY K8 PROTOTYPE
Design Update

HKS + Williamson Design Associates | WGI | walter p moore | TLC ENGINEERING SOLUTIONS | tbci DESIGN | NDC CONSTRUCTION COMPA

Site Location Map

Overview & Site Plan

- Concept: Courtyard scheme with secure perimeter for single point of access control.
- School Capacity: 1,692 Student Stations, 1,523 Student Capacity
- Gross Sq Ft: 235,000 SF
- Queuing Capacity: 1,497 cars
- Site Circulation: Dedicated car loop, bus loop and Pre-K loop
- Special Programs: Greenhouse and Ag Barn for Ag Tech
- Other: Site and the Buildings have been designed to anticipate a future expansion.



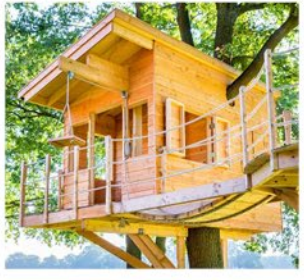
Project Program – Level 01

Project Program – Level 02

Concept

SCHOOL	STUDENT
COMMUNITY	INDIVIDUALITY
SENSE OF BELONGING	AUTONOMY
INCLUSION	AGENCY
WELCOME	NURTURE
HOME	HOME

SCHOOL	STUDENT
SCALE	RELATABLE
WAYFINDING	SAFE
DIVERSITY	GROWTH
PLACEMAKING	EXPRESSION
DECOMPRESSION	EASE



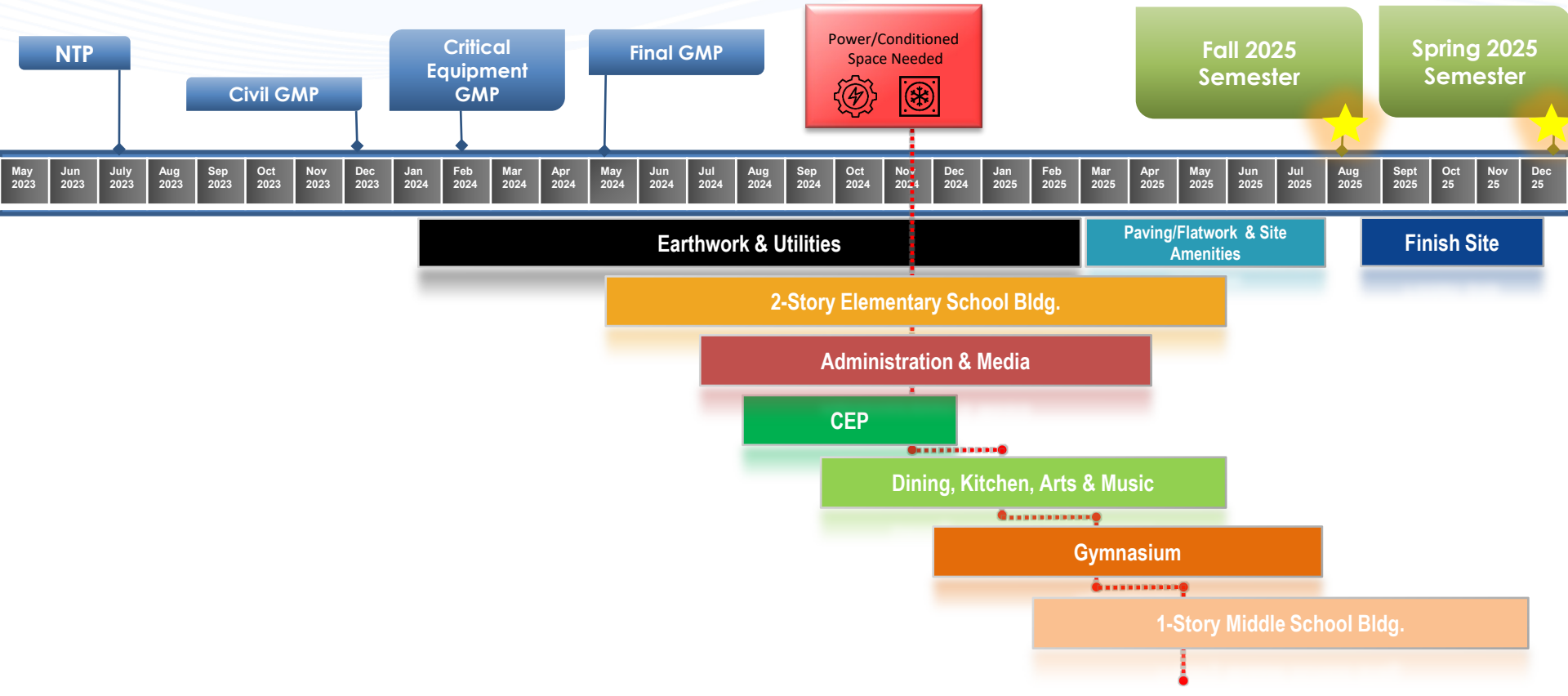
HOME.

Bird's Eye View

Front Entry

Courtyard Views

Project Schedule



Construction Budget

PROJECTED BUDGET EXPEDITURES *BY SBMC FISCAL YEAR (July 1st – June 30th)		
FY 2023	$3,250,000	Preconstruction Early Civil Package Critical Equipment Purchase Orders Elementary Bldg. Underway
FY 2024	$66,690,000	Elementary School Bldg. Complete Administration & Media Bldg. Complete Central Energy Plant Complete Dining, Kitchen & Arts Bldg. Complete Gymnasium Substantially Complete Middle School Bldg. Underway
FY 2025	$12,500,000	Gymnasium Complete Middle School Bldg. Complete Demobilize & Complete Site
	$82,440,000	Total Construction Budget

AGENDA ITEM NO. 10.2

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing

Title
The 2024-2025 SDMC Academic Calendar

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instructional Services and Dr. Laurie Breslin, Executive Director of Student Support and Family Engagement, will present the 2024-2025 Academic Calendar process and calendar options for review. At the completion of this presentation, two calendar options will be posted for a 30 day period for eventual School Board approval.

Contact
Dr. Laurie Breslin
Executive Director
Student Support and Family Engagement

Attachments:
Board DRAFT B 2024-2025 Academic Calendar
Board DRAFT A 2024-2025 Academic Calendar
Academic Calendar Board Presentation 10.10.23

School District of Manatee County
DRAFT - 2024-2025 Academic Calendar
Board Version B

August 2024

S	M	T	W	Th	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	5
18	19	20	21	22	23	24	5
25	26	27	28	29	30	31	5
							15

Aug 5 School Inservice/Teacher Workday
Aug 6 District Inservice
Aug 7-8 Teacher Workdays
Aug 9 District Inservice/School Inservice
Aug 12 First Day for Students

September 2024

S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	4
8	9	10	11	12	13	14	5
15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	5
29	30						1
							20

Sep 2 Labor Day - All District Sites Closed

October 2024

S	M	T	W	Th	F	S	
		1	2	3	4	5	4
6	7	8	9	10	11	12	5
13	14	15	16	17	18	19	4
20	21	22	23	24	25	26	5
27	28	29	30	31			4
							22

Oct 3-4 Rosh Hashanah
Oct 7-11 Survey 2 Window
Oct 11 End of Qtr 1 (44 days)
Oct 12 Yom Kippur
Oct 14 Record Day - No School for Students

November 2024

S	M	T	W	Th	F	S	
					1	2	1
3	4	5	6	7	8	9	5
10	11	12	13	14	15	16	4
17	18	19	20	21	22	23	5
24	25*	26*	27*	28	29	30	0
							15

Nov 6 Professional Learning Early Release
Nov 11 Veteran's Day- All District Sites Closed
Nov 25-29 Thanksgiving Holiday
Nov 28 Thanksgiving Day - All District Sites Closed
*Nov 25-27 Hurricane make-up days if needed

December 2024

S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	5
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15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	0
29	30	31					0
							15

Dec 25-Jan 2 Hanukkah
Dec 12-20 MS/HS Exams (tentative)
Dec 18-20 High School Early Release
Dec 20 End First Semester (87 days)
Dec 23-31 All District Sites Closed

January 2025

S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	3
12	13	14	15	16	17	18	5
19	20	21	22	23	24	25	4
26	27	28	29	30	31		5
							17

Jan 1-2 All District Sites Closed
Jan 3 Teachers Return/Record Day
Jan 6 District Inservice
Jan 7 Students Return
Jan 20 ML King Birthday - All District Sites Closed

February 2025

S	M	T	W	Th	F	S	
						1	0
2	3	4	5	6	7	8	5
9	10	11	12	13	14	15	5
16	17	18	19	20	21	22	4
23	24	25	26	27	28		5
							19

Feb 3-7 FTE Survey 3 Window
Feb 17 Presidents' Day - All District Sites Closed

March 2025

S	M	T	W	Th	F	S	
						1	0
2	3	4	5	6	7	8	5
9	10	11	12	13	14	15	5
16	17	18	19	20	21	22	0
23	24	25	26	27	28	29	4
30	31						1
							15

Mar 5 Professional Learning Early Release
Mar 14 End Qtr 3 (46 days)
Mar 17-21 Spring Break - All Schools Closed
Mar 24 Record Day - No School for Students

April 2025

S	M	T	W	Th	F	S	
		1	2	3	4	5	4
6	7	8	9	10	11	12	5
13	14	15	16	17	18	19	4
20	21	22	23	24	25	26	5
27	28	29	30				3
							21

Apr 12-20 Passover
Apr 18 Good Friday- All District Sites Closed

May 2025

S	M	T	W	Th	F	S	
				1	2	3	2
4	5	6	7	8	9	10	5
11	12	13	14	15	16	17	5
18	19	20	21	22	23	24	5
25	26	27	28	29	30	31	3
							20

May 22-29 MS/HS Exams (tentative)
May 26 Memorial Day - All District Sites Closed
May 27-29 Early Release ALL Schools
May 29 Last Day Students - End 2nd Semester
May 30 Record Day/Last Day for Teachers

June 2025

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Q1	44		
Q2	43	Semester 1	87
Q3	47		
Q4	46	Semester 2	93
			180

July 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Teachers Report/No School for Students
District Inservice
First Day for Students
No School for Students
Professional Learning Early Release
MS/HS Exams
Last Day for Students
Paid Holiday
School Inservice/Teacher Workday

Adopted:

School District of Manatee County
DRAFT - 2024-2025 Academic Calendar
Board Version A

August 2024

S	M	T	W	Th	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	5
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25	26	27	28	29	30	31	5
							15

Aug 5 School Inservice/Teacher Workday
Aug 6 District Inservice
Aug 7-8 Teacher Workdays
Aug 9 District Inservice/School Inservice
Aug 12 First Day for Students

September 2024

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1	2	3	4	5	6	7	4
8	9	10	11	12	13	14	5
15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	5
29	30						1
							20

Sep 2 Labor Day - All District Sites Closed

October 2024

S	M	T	W	Th	F	S	
		1	2	3	4	5	4
6	7	8	9	10	11	12	5
13	14	15	16	17	18	19	4
20	21	22	23	24	25	26	5
27	28	29	30	31			4
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Oct 3-4 Rosh Hashanah
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November 2024

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					1	2	1
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17	18	19	20	21	22	23	5
24	25*	26*	27*	28	29	30	0
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December 2024

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15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	0
29	30	31					0
							15

Dec 25-Jan 2 Hanukkah
Dec 12-20 MS/HS Exams (tentative)
Dec 18-20 High School Early Release
Dec 20 End First Semester (87 days)
Dec 23-31 All District Sites Closed

January 2025

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12	13	14	15	16	17	18	5
19	20	21	22	23	24	25	4
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							17

Jan 1-3 All District Sites Closed
Jan 6 Teachers Return/Record Day
Jan 7 District Inservice
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February 2025

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16	17	18	19	20	21	22	4
23	24	25	26	27	28		5
							19

Feb 3-7 FTE Survey 3 Window
Feb 17 Presidents' Day - All District Sites Closed

March 2025

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							15

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Apr 12-20 Passover
Apr 18 Good Friday- All District Sites Closed

May 2025

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							20

May 23-30 MS/HS Exams (tentative)
May 26 Memorial Day - All District Sites Closed
May 28-30 Early Release ALL Schools
May 30 Last Day Students - End 2nd Semester

June 2025

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8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

June 2 Record Day/Last Day for Teachers

July 2025

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Q1	44		
Q2	43	Semester 1	87
Q3	46		
Q4	47	Semester 2	93
			180

- Teachers Report/No School for Students
- District Inservice
- First Day for Students
- No School for Students
- Professional Learning Early Release
- MS/HS Exams
- Last Day for Students
- Paid Holiday
- School Inservice/Teacher Workday

Adopted:

2024-2025 Academic Calendar

Academic Calendar Purpose

Provides parents, students, staff and community members with key dates throughout the academic year:

- School start and end dates
- Breaks
- Early release dates
- Paid holidays
- District In-service dates
- Semester start and end dates
- State testing windows
- High school semester exam windows

Academic Calendar Committee Members

- Parents & Community Members
- Representative from the Manatee Education Association
- Elementary, Middle and High School Principals
- Representatives from the Following SDMC Departments:
  - Assessment, Accountability and Research
  - Food and Nutrition Services
  - Human Resources
  - Office of Student Demographics
  - Payroll
  - Transportation
  - Curriculum

Requirements for the 2024-2025 Academic Calendar

Upon recommendation of the Superintendent, the School Board shall approve the standard school year calendar.

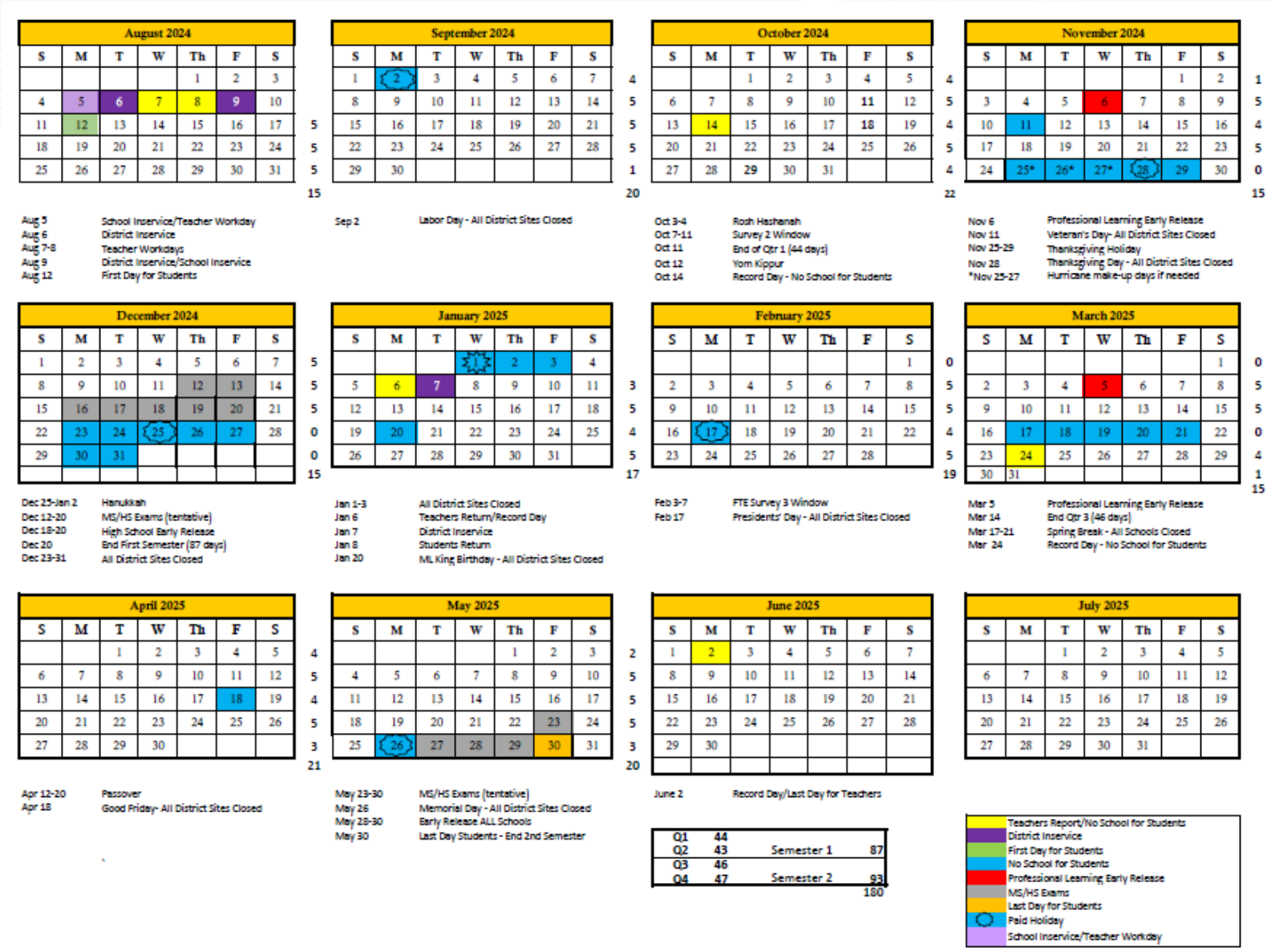
Length of the Standard School Year

1. The school year consists of 180 days of class for students and 196 days of employment for teachers.
2. The opening date for schools in the District may not be earlier than August 10th of each year (F.S. 1001.42).
3. The school year shall be divided into two (2) semesters approximately equal in length.

2024-2025 Academic Calendar
Option A

- District Inservice Days: 8/6, 8/9 and 1/7
- Professional Learning Early Release Days: 11/6 & 3/5
- Teachers return from Winter Break/Record Day: 1/6
- Students return from Winter Break: 1/8
- Record Days: 10/14, 1/6, 3/24 & 6/2
- Spring Break: 3/17-3/21
- Last day for students: 5/30
- Record Day/Last Day for Teachers: 6/2

2024-2025 Academic Calendar – Option A



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Aug 5 School Inservice/Teacher Workday
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Aug 7-8 Teacher Workdays
Aug 9 District Inservice/School Inservice
Aug 12 First Day for Students

September 2024

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							20

Sep 2 Labor Day - All District Sites Closed

October 2024

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February 2025

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March 2025

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16	17	18	19	20	21	22	0
23	24	25	26	27	28	29	4
30	31						1
							15

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20	21	22	23	24	25	26	5
27	28	29	30				3
							21

Apr 12-20 Passover
Apr 18 Good Friday- All District Sites Closed

May 2025

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				1	2	3	2
4	5	6	7	8	9	10	5
11	12	13	14	15	16	17	5
18	19	20	21	22	23	24	5
25	26	27	28	29	30	31	3
							20

May 23-30 MS/HS Exams (tentative)
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May 28-30 Early Release ALL Schools
May 30 Last Day Students - End 2nd Semester

June 2025

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15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	5
29	30						3
							22

June 2 Record Day/Last Day for Teachers

July 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
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Q1	44		
Q2	43	Semester 1	87
Q3	46		
Q4	47	Semester 2	93
			180

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First Day for Students
No School for Students
Professional Learning Early Release
MS/HS Exams
Last Day for Students
Paid Holiday
School Inservice/Teacher Workday

2024-2025 Academic Calendar
Option B

- District Inservice Days: 8/6, 8/9 and 1/6
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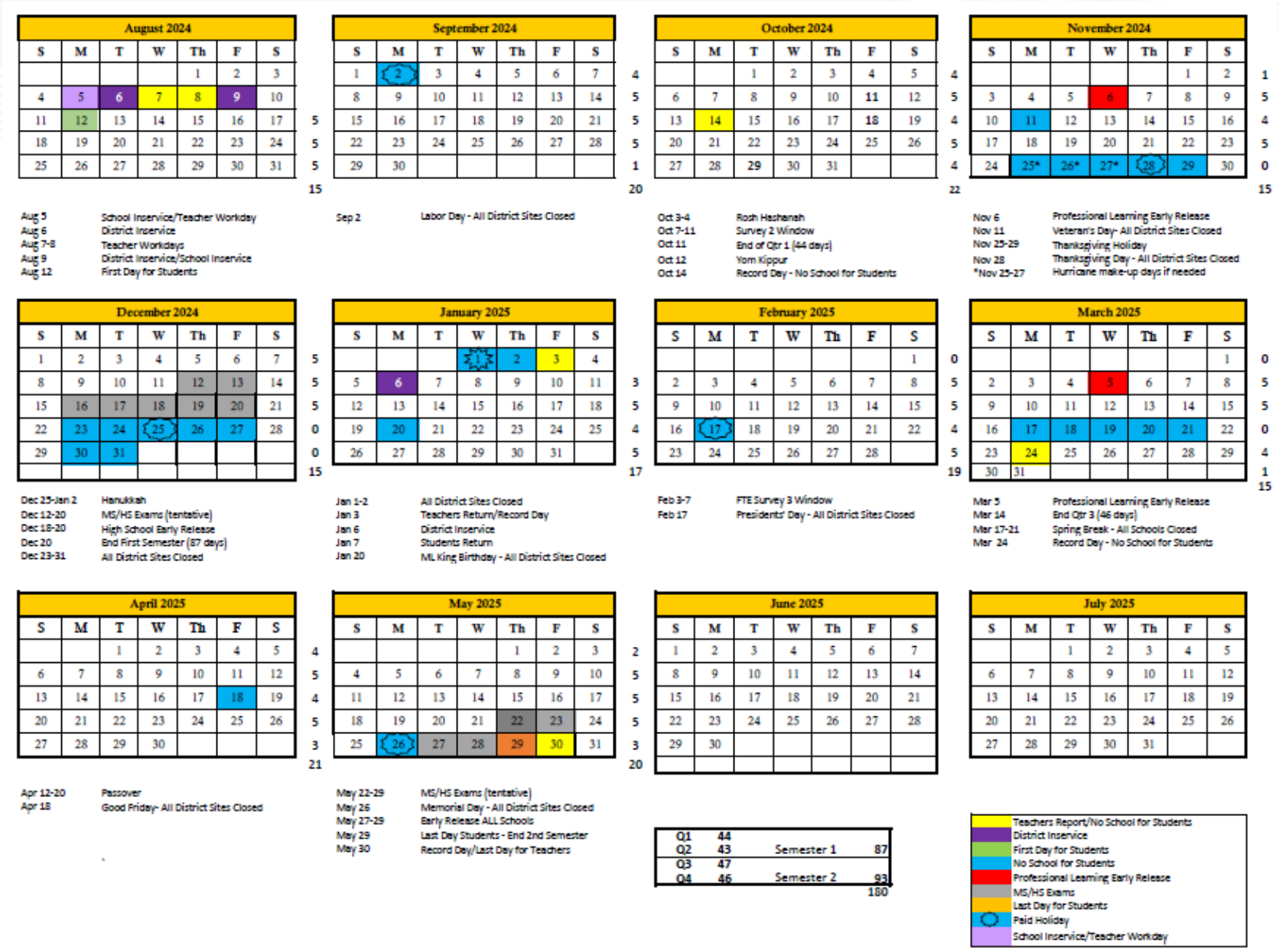
- Teachers return from Winter Break/Record Day: 1/3
- Students return from Winter Break: 1/7
- Record Days: 10/14, 1/3, 3/24 & 5/30
- Spring Break: 3/17-3/21
- Last day for students: 5/29
- Record Day/Last Day for Teachers: 5/30

2024-2025 Academic Calendar - Option B



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25	26	27	28	29	30	31	5
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September 2024

S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	4
8	9	10	11	12	13	14	5
15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	5
29	30						1
							20

Sep 2 Labor Day - All District Sites Closed

October 2024

S	M	T	W	Th	F	S	
		1	2	3	4	5	4
6	7	8	9	10	11	12	5
13	14	15	16	17	18	19	4
20	21	22	23	24	25	26	5
27	28	29	30	31			4
							22

Oct 3-4 Rosh Hashanah
Oct 7-11 Survey 2 Window
Oct 11 End of Qtr 1 (44 days)
Oct 12 Yom Kippur
Oct 14 Record Day - No School for Students

November 2024

S	M	T	W	Th	F	S	
					1	2	1
3	4	5	6	7	8	9	5
10	11	12	13	14	15	16	4
17	18	19	20	21	22	23	5
24	25*	26*	27*	28	29	30	0
							15

Nov 6 Professional Learning Early Release
Nov 11 Veteran's Day- All District Sites Closed
Nov 25-29 Thanksgiving Holiday
Nov 28 Thanksgiving Day - All District Sites Closed
*Nov 25-27 Hurricane make-up days if needed

December 2024

S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	5
8	9	10	11	12	13	14	5
15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	0
29	30	31					0
							15

Dec 25-Jan 2 Hanukkah
Dec 12-20 MS/HS Exams (tentative)
Dec 18-20 High School Early Release
Dec 20 End First Semester (87 days)
Dec 23-31 All District Sites Closed

January 2025

S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	3
12	13	14	15	16	17	18	5
19	20	21	22	23	24	25	4
26	27	28	29	30	31		5
							17

Jan 1-2 All District Sites Closed
Jan 3 Teachers Return/Record Day
Jan 6 District Inservice
Jan 7 Students Return
Jan 20 ML King Birthday - All District Sites Closed

February 2025

S	M	T	W	Th	F	S	
						1	0
2	3	4	5	6	7	8	5
9	10	11	12	13	14	15	5
16	17	18	19	20	21	22	4
23	24	25	26	27	28		5
							19

Feb 3-7 FTE Survey 3 Window
Feb 17 Presidents' Day - All District Sites Closed

March 2025

S	M	T	W	Th	F	S	
						1	0
2	3	4	5	6	7	8	5
9	10	11	12	13	14	15	5
16	17	18	19	20	21	22	0
23	24	25	26	27	28	29	4
30	31						1
							15

Mar 5 Professional Learning Early Release
Mar 14 End Qtr 3 (46 days)
Mar 17-21 Spring Break - All Schools Closed
Mar 24 Record Day - No School for Students

April 2025

S	M	T	W	Th	F	S	
		1	2	3	4	5	4
6	7	8	9	10	11	12	5
13	14	15	16	17	18	19	4
20	21	22	23	24	25	26	5
27	28	29	30				3
							21

Apr 12-20 Passover
Apr 18 Good Friday- All District Sites Closed

May 2025

S	M	T	W	Th	F	S	
				1	2	3	2
4	5	6	7	8	9	10	5
11	12	13	14	15	16	17	5
18	19	20	21	22	23	24	5
25	26	27	28	29	30	31	3
							20

May 22-29 MS/HS Exams (tentative)
May 26 Memorial Day - All District Sites Closed
May 27-29 Early Release ALL Schools
May 29 Last Day Students - End 2nd Semester
May 30 Record Day/Last Day for Teachers

June 2025

S	M	T	W	Th	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

July 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Q1	44		
Q2	43	Semester 1	87
Q3	47		
Q4	46	Semester 2	93
			180

Teachers Report/No School for Students
District Inservice
First Day for Students
No School for Students
Professional Learning Early Release
MS/HS Exams
Last Day for Students
Paid Holiday
School Inservice/Teacher Workday

Quarter and Semester Counts

2024-2025	Q1	Q2	Q3	Q4	Semester 1	Semester 2	Total
Option A	44	43	46	47	87	93	180
Option B	44	43	47	46	87	93	180

Differences between the 2024-2025 Calendar Options A and B

Option A

- Teachers return 1/6
- Students return 1/8
- Last day for students 5/30
- Last day for teachers 6/2

Option B

- Teachers return 1/3
- Students return 1/7
- Last day for students 5/29
- Last day for teachers 5/30

Approval Timeline

- 10/24/2023 Board Meeting Presentation
- 10/27/2023
  - Calendar drafts posted for 30 days on SDMC Website with link for comments
- December Board Meeting
  - Review Comments
  - Academic Calendars presented to Board for approval

2024-2025 Academic Calendar

AGENDA ITEM NO. 12.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Participation for Qualifying School District of Manatee County Students and Advisors to Attend Florida Statewide and National STEM Competitions in the 2023-2024 School Year (Multiple Funding Sources)

Executive Summary
The School District of Manatee County traditionally supports and organizes the STEM Competition among elementary, middle, and high school students, who can compete at a school, district, state, and international level. The goal is to foster and encourage Florida's talented young people to pursue careers in STEM (Science, Technology, Engineering, and Math) research.

The SDMC STEM Fair is scheduled for Saturday, February 3, 2024, at Manatee Technical College, Main Campus. The SDMC VEX IQ Competition is scheduled for Tuesday, February 13, 2024, at the Bradenton Area Convention Center. Qualifying students from the District competitions may be eligible to participate in state level competitions.

The Regeneron International Science and Engineering Fair recognizes and empowers the nation's most promising young scientists, who are developing ideas that could solve society's most urgent challenges. Each year, nearly 1,900 students enter the Regeneron STS, submitting original research in critically important scientific fields of study. The 69th State Science and Engineering Fair of Florida will be held April 2-4, 2024, at the RP Funding Center in Lakeland. Those who qualify at the state level are able to attend the Regeneron International Science and Engineering Fair which takes place May 11-17, 2024, in Los Angeles, CA.

The VEX Robotics World Championship, presented by the Northrop Grumman Foundation, brings together the top VEX IQ Challenges teams from around the globe to celebrate their accomplishments and participate for a chance to be crowned champions. The Inspiring Elementary Engineering Program, available to all elementary schools, is in the fifth year of VEX IQ Robotics implementation and have successfully competed at the North/Central Regional VEX IQ State Championship multiple times as well as the VEX Robotics World Championship. Participation in a successful robotics program can boost student engagement and motivation, allows for discovering and building upon strengths, and gives students a sense of autonomy, capability, and relatedness. Additionally, the study of educational robotics affords a wide variety of learning opportunities because it has STEM (Science, Technology, Engineering, and Math) as its prerequisites. Robotics is always interdisciplinary in ways that are tangible and applicable to students. Students gain an understanding and knowledge through the connecting of concepts from each of the STEM domains. Activities involving robotics necessitate that students collaborate, think computationally, troubleshoot, and innovate - all fundamental skills for 21st-century learners and, eventually, 21st-century professionals.

The Florida State North/Central Regional VEX Robotics Championship is scheduled for March 2-3, 2024, in Clermont, FL. Students that qualify at the state level are eligible to attend the VEX Robotics World Championship held April 25 – May 3, 2024, at the Kay Bailey Hutchinson Convention Center, Dallas TX.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation

The Superintendent recommends approval of participation for qualifying School District of Manatee County students and advisors to attend Florida statewide and national STEM competitions in the 2023-2024 School Year. (Multiple Funding Sources)

Financial Impact

Participation in the above stated competitions is made possible through funds from various sources including but not limited to referendum, donations, parent contributions, fund raising activities, grant and local funds.

When the travel authorizations are submitted for final approval to the Superintendent, a cost estimation for each school, including the number of participating students and advisors, will be included in that package for the individual competition.

Contact

Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

AGENDA ITEM NO. 12.2

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply for an Economic Development Administration (EDA) 2023 Disaster Supplemental Funding Grant in the Amount of $2,170,616.00 (No Financial Impact) - *updated Friday October 20, 2023*

Executive Summary
The purpose of this Economic Development Administration (EDA), U.S. Department of Commerce, federal funding opportunity is to fund construction and non-construction projects to help communities and regions devise and implement long-term economic recovery strategies. The School Board of Manatee County - Manatee Technical College proposes constructing a 10,000 square foot (approximately 100'x100') aviation maintenance hangar at the Sarasota Bradenton International Airport (SRQ). The hangar is a critical component for the Aviation Maintenance Technician School (AMTS) being constructed by the School Board (via 2022 Florida Specific Appropriation) for MTC to provide hands-on training for aviation mechanics. The project aligns with and will help to advance two of the EDA's investment priorities: Recovery & Resilience and Workforce Development. Manatee County's largest industries by revenue are tourism and agriculture, both of which are very susceptible to hurricanes and other disasters. The hangar at the AMTS will create resiliency by expanding Manatee County's economy beyond tourism and agriculture. By diversifying the economy, Manatee County can tap into new sources of growth and employment opportunities.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval to apply for an Economic Development Administration (EDA) 2023 Disaster Supplemental Funding Grant in the amount of $2,170,616.00. (No Financial Impact)

Financial Impact
This project requires a minimum of 20% matching funds. All activities under this grant are funded by the grant at no material expense to the School District. The hangar will cost $2,713,270 to construct. The grant requires a minimum 20% match of $542,654. Funds from legislative appropriation coding line 3951531160 will be used if the grant is received.

Contact
Submitting Department: Adult, Career, and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
ED_900C_Construction Narrative_PER
ED-900C_Part H_Environmental-Narrative-Template-and-Application-Certification
ED-900C EDA Application Supplement for Construction Program
Application for Federal Assistance (SF-424)

SF424C_Construction Budget
ED-900 General Application_Updated
Assurances for Construction Programs (SF-424D) (added October 20, 2023)
CD511-Lobbying Form for Superintendent Signature (added October 20, 2023)

C.1. Project Overview.

- Insert the project description from Section B.1. of the ED-900GA.
- If the project contains elements of work that are not in the EDA-funded project, or if there is a larger overall project of which EDA is a smaller component, describe the non-EDA funded parts of work.
- Identify project components that have a useful life of less than 20 years and provide the useful life for each of these components.

The School Board of Manatee County, Florida for Manatee Technical College, is proposing to construct a 10,000 square foot (approximately 100'x100') aviation maintenance hangar located on leased property located at the Sarasota Bradenton International Airport (IATA Code SRQ). The location of the site is under lease with the airport authority that is improved/level, with utilities and vehicle parking in place and available for connection. The hangar will be a separate non-attached Pre-Engineered Metal Building (PEMB) with an open bay interior.

Construction tasks will include site preparation and utility connections, placement of structural concrete slab, erection of a pre-engineered metal building, electrical power and lighting, plumbing, interior build out and circulation connecting paths to existing systems.

The hangar is a critical supplement to the Aviation Maintenance Technician School (classroom building—non-EDA funded). The hangar will be constructed adjacent to the AMTS classroom building. The construction of this facility is consistent with the airport authority's master plan.

The construction site has been previously improved by the airport authority with utilities and vehicle circulation/parking in place and available for connection. The construction of this facility is consistent with the airport authority's master plan. The hangar building and components will be designed for a 50-year useful life span and comply with all requirements of the adopted Florida Building Code. The structure will be located in an "Area of Minimal Flood Hazard (Zone X)" as designated in current FEMA flood mapping. The airport is located in Section 36, Township 35S, Range 17E, in Manatee County, Florida. The proposed location for the hangar structure is at geographic coordinates N27.398654 Lat, W-82.547316 Long.

C.2. Project drawings.

- Identify and label existing conditions such as existing infrastructure elements or structures within the EDA project construction limits.
- Identify and label proposed project components with rough dimensions and general layouts.
- Identify and label the location of any project beneficiaries identified in Section E.3 of the Form ED-900GA, if applicable.

- Color coding, labeling, legends and keyed notes are encouraged.

Refer to attached Package A

C.3. Construction cost estimate.

- Provide a detailed construction cost estimate in terms of quantities, unit prices, and total costs for all the EDA project components.

Refer to attached Package B

- Provide a basis for the determination of construction contingencies.

A construction contingency amount of 5% of the total construction cost is include in the estimate for the purpose of addressing unforeseen conditions that may be encountered and varying construction costs that have varied recently due to changing market conditions. A construction contingency amount of 5% is normal and consistent with normal industry metrics.

- If separate contracts are anticipated for demolition or site work, provide a separate detailed cost estimate for these components. If demolition or site work will not be separate contracts, include the costs in the overall detailed construction cost estimate.

Separate contracts are not anticipated for this project. All anticipated costs are included in the estimate with the performance of work to be accomplished by a single contractor.

C.4. Project constraints.

- Describe any design and construction constraints for the proposed project.

No design or construction constraints anticipated.

C.5. The proposed method of construction procurement.

D Identify if the project will be traditional design/bid/build with a sealed competitive bid process consistent with 2 C.F.R. § 200.320(c).

The project will not be constructed as a “traditional” design/bid/build contract.

E Identify if any portion of the project is to be done by an alternate construction procurement method such as design/build, construction management at risk, the applicant’s own forces, and/or a construction manager.

(Note: If an alternate construction procurement method is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation at 13 C.F.R. § 305.6(a).)

The project will be constructed under a Construction Management at Risk (CMR) contract means compliant with Section 255.103(2), Florida Statutes. The Construction Management firm will be competitively selected pursuant to Section 287.055, Florida Statutes, commonly referred to as the "Competitive Consultants Negotiation Act" or CCNA consistent with Federal acquisition of professional services. As delineated in 13 C.F.R. § 305.6(a), the following additional information is submitted:

(1) Justification for the proposed method for procurement of construction services, including a brief analysis of the appropriateness and benefits of using the method to successfully execute the Project and the Recipient's experience in using the method.

Construction management at risk is an appropriate means of contracting for this project as it is compliant with both State and Federal statutes and provides for competitive selection of the most qualified construction management firm. It also provides for full competitive, publicly advertised, sealed bidding of all subcontract packages. The process is completely transparent with District staff and the public. District staff will oversee the scoping of each bid submitted along with a detailed review of the contractor's general requirements. Lastly, cost savings realized by the contractor during the construction phase are returned to the District upon completion. Such detail, transparency and cost recovery elements are not available under traditional design/bid/build delivery means. The School District of Manatee County, Construction Services Department has successfully used this means of construction procurement for over 20 years.

(2) The scope of work with cost estimates and schedules;

Provided in Attached Packages B and C

(3) A copy of the proposed construction contract;

SDMC to Attach Copy of SDMC standard CM contract, Package D

(4) The name and qualifications of the selected design professional; and

Schenkel Shultz Architecture (having been previously competitively selected) shall provide design services. The firm has extensive experience in designing both aviation and educational facilities throughout the US and for DOD overseas. Additional information regarding their qualifications can be found at https://www.schenkelshultz.com/

(5) Procedures to be used to ensure full and open competition, including the selection criteria

All bids, scope review and award decisions shall be publicly advertised, competitively solicited and transparent consistent with Sections 255.103(2) and 287.055, Florida Statutes and the CM contract, Package D.

C.6. Number of construction contracts anticipated.

- Identify the number of construction contracts anticipated and provide a description of the project components for each contract.

There will only be one construction contract performed by a Florida certified general contractor. No project phasing is being proposed.

(Note: If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. § 305.9(a).)

C.7. Project permits.

- List permits required for the proposed project.
- Provide the timeline to obtain the permits and their current status. Permits should include, but are not limited to: Clean Water Act Section 404 permits, NPDES permits including stormwater permits, railroad permits, highway encroachment, etc.

Permits required are as follows,

1) Florida Department of Environmental Protection (FDEP) – Permit No. CS41-0182063-225-DWC/CG – Status: In hand/complete, expires 6/23/2026.

2) Southwest Florida Water Management District (SWFWMD) – Permit No. 43009458.048 – Status: Complete

3) National Pollutant Discharge Elimination System (NPDES) – Application for this permit is to be made by the contractor performing the work. Typically, 30 day turn-around.

4) Local Jurisdiction Building Permit. Application for this permit is to be made by the contractor performing the work. Typically, 30 day turn-around.

C.8. Project schedule.

EDA allows up to 48 months to complete the project, include design. Provide the following proposed project schedule in terms of months. (Note: If project phasing is proposed, provide a schedule for each construction contract.)

- A/E procurement, if applicable;
- design period;
- period of time to obtain required permits;

- period of time to obtain any required easements, rights-of-way, or other real property rights needed for the project (including permits or licenses needed for entering land owned by a third party);
- solicitation of bids;
- awarding of contracts;
- construction period.

The project schedule is included in the attached Package C. Project phasing is not anticipated. All real property rights from SRQ have been obtained.

C.9. Preliminary Engineering Report.
Please attach a Preliminary Engineering Report that provides the information contained in C.1.- C.8.

All response items are identified herein in rectangle border paragraphs and included in attached packages A through E.

D.3. See ED-900C Minimum lease term is 20 years

SDMC to include a copy of the lease agreement with SRQ, Package E

PACKAGE A

1) SRQ Site Civil Drawings
2) SRQ Site Utility Drawings
3) New Hangar Conceptual Design

SARASOTA MANATEE AIRPORT AUTHORITY
MAINTENANCE HANGARS

srq

SARASOTA BRADENTON INTERNATIONAL AIRPORT

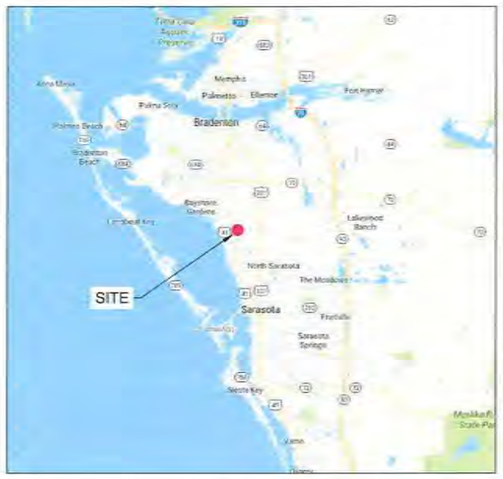
CONFORMED DOCUMENTS
FEBRUARY 26, 2021

PREPARED BY:

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
TRANSPORTATION CONSULTING

SCHENKELSHULTZ
ARCHITECTURE

FINAL SITE PLAN/ CONSTRUCTION PLANS



VICINITY MAP
MANATEE COUNTY

A

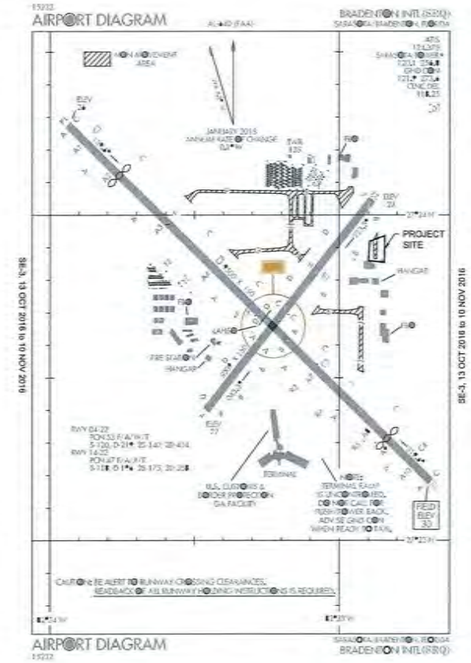
SHEET LIST TABLE	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL AND SAFETY NOTES
C010	SAFETY PLAN
C020	CONSTRUCTION ACCESS, STAGING AND PHASING PLAN
C100	EXISTING CONDITIONS PLAN
C200	DEMOLITION AND EROSION CONTROL PLAN
C251	EROSION CONTROL DETAILS
C300	SITE AND GEOMETRY PLAN
C301	15th STREET PAVEMENT MARKING PLAN
C351	SITE DETAILS
C352	SITE DETAILS
C353	FENCE DETAILS
C400	GRADING PLAN
C401	GRADING PLAN
C402	BOUNDARY CROSS SECTIONS
C500	SURFACE DRAINAGE PLAN
C501	BUILDING AND HANGAR ROOF DRAINAGE PLAN
C700	UTILITY PLAN
C701	UTILITY PLAN INSETS
C751	UTILITY DETAILS
C752	UTILITY DETAILS
C753	UTILITY DETAILS
C754	UTILITY DETAILS

5

PWUE CHECKLIST

	SOURCE	OWNERSHIP
POTABLE WATER	County	Private (SMAA)
WASTEWATER	County	Private (SMAA)
RECLAIMED/IRRIGATION WATER	N/A	N/A

Source of Utility Information
1. Project topographic survey, 2020. See C100
2. Manatee County Utilities Department GIS, 2020.
3. Subsurface Utility Engineering Investigation (private, within leasehold)



PARCEL ID: 6845710000 & 6845700001
FLOOD ZONE: "X"
WETLANDS: NONE
WELLS: MW 219, 220, 221, 222 TO BE PROTECTED

PW CONCURRENCY NOTE:
ALL BUILDING PERMITS WILL BE ISSUED PRIOR TO THE EXPIRATION OF THE CLOS OR FSP, WHICHEVER OCCURS FIRST

Manatee County Building & Development Services Department Signature Block

Project Number: PDMU-99-07/FSP-20-94 Project Name: SRQ HANGARS
Approval Type: _____ Accela Number: PLN2009-0001

PROJECT PLANNER _____ DATE _____
PROJECT ENGINEER _____ DATE _____
CONCURRENCY _____ DATE _____
ENVIRONMENTAL REV. SECTION _____ DATE _____
ENVIRONMENTAL HEALTH _____ DATE _____
FIRE DISTRICT _____ DATE _____

Attention: The combination of this signed plan and accompanying approval letter constitutes the complete approval document. Both documents should be provided to interested parties and submitted with any building permit application. There may be other documents, including a CLOS that affect this project approval.

5HF¶G E\ 2:1(5 $*(17 _____ DATE _____

SCHENKELSHULTZ
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Orlando, Fl 32801
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fax 407-872-3303
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AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
37 N. Orange Avenue, Suite 500
Orlando, FL 32801
Office: 407-926-6611

RECORD DRAWINGS
RECORD DRAWINGS PREPARED BY AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. (AID)
NOVEMBER 2022

THESE RECORD DRAWINGS WERE BEEN PREPARED BASED ON [illegible] AND HAS BEEN PROVIDED BY OTHERS. OWNERS AND THOSE PERFORMING FUTURE RELATED WORK ARE STRONGLY ENCOURAGED TO PERFORM FIELD VERIFICATIONS OF ACTUAL CONDITIONS.

REVISIONS

MARK	DESCRIPTION	DATE
1	BID ADDENDUM 2	09/16/2020
2	MANATEE COUNTY SITE PLAN COMMENTS	09/29/2020
3	SWFWMD COMMENTS	10/29/2020
4	RESPOND TO SITE V2 COMMENTS	12/18/2020
5	RESPOND TO SITE V3 COMMENTS	01/05/2021
6	A_ACOE/FWC/SJTC/HEC#3 COMMENTS	02/04/2021
7	ASI 4, RFI 15	10/27/2021
8	RFI 25	10/25/2021
10	ASI 5	12/7/2021

RFI 15 NOTES:
1. WATER AND SEWER PIPES BENEATH 15TH STREET: CHANGED JACK AND BORE SCHEME TO DIRECTIONAL DRILLING DUE TO EXISTING CONDITIONS AND CROWDED UTILITIES PARALLEL TO 15TH STREET

KYLE HOLLEY LICENSE No. 72953 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Kyle B Holley
Date: 2022.11.18 07:59:47-05'00'

SRQ MAINTENANCE HANGARS

srq

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.,
SARASOTA, FLORIDA 34243

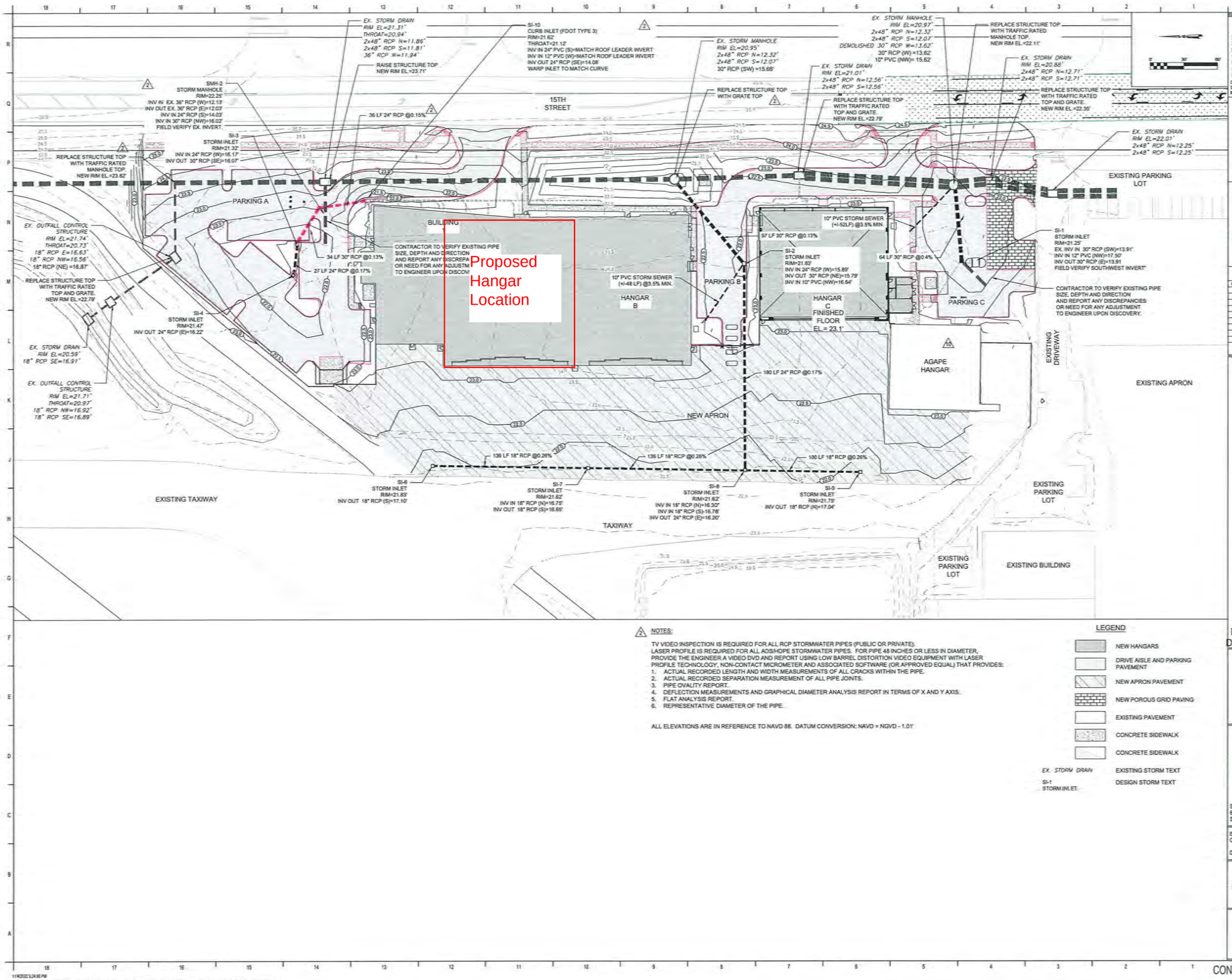
ISSUE DATE: 02/26/2021
COMM. NO.: SSA19025

DRAWN BY: DLW CHECKED BY: MCJ

COVER SHEET

C000

11/4/2022 5:20:17 PM
File Path: C:\Users\dwright\AID Dropbox\!1-PROJECTS\SRQ\SSA\19025-SRQ_MTC-EA_Hangars\03-Drawings\SRP_2020\01\P\SSA19025-C000-COVER.dwg



⚠ NOTES:

TV VIDEO INSPECTION IS REQUIRED FOR ALL RCP STORMWATER PIPES (PUBLIC OR PRIVATE). LASER PROFILE IS REQUIRED FOR ALL ADS/HDPE STORMWATER PIPES. FOR PIPE 48 INCHES OR LESS IN DIAMETER, PROVIDE THE ENGINEER A VIDEO DVD AND REPORT USING LOW BARREL DISTORTION VIDEO EQUIPMENT WITH LASER PROFILE TECHNOLOGY, NON-CONTACT MICROMETER AND ASSOCIATED SOFTWARE (OR APPROVED EQUAL) THAT PROVIDES:

1. ACTUAL RECORDED LENGTH AND WIDTH MEASUREMENTS OF ALL CRACKS WITHIN THE PIPE.
2. ACTUAL RECORDED SEPARATION MEASUREMENT OF ALL PIPE JOINTS.
3. PIPE OVALITY REPORT.
4. DEFLECTION MEASUREMENTS AND GRAPHICAL DIAMETER ANALYSIS REPORT IN TERMS OF X AND Y AXIS.
5. FLAT ANALYSIS REPORT.
6. REPRESENTATIVE DIAMETER OF THE PIPE.

ALL ELEVATIONS ARE IN REFERENCE TO NAVD 88. DATUM CONVERSION: NAVD = NGVD - 1.01'

LEGEND

- NEW HANGARS
- DRIVE AISLE AND PARKING PAVEMENT
- NEW APRON PAVEMENT
- NEW POROUS GRID PAVING
- EXISTING PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE SIDEWALK
- EX. STORM DRAIN — EXISTING STORM TEXT
- SI-1 STORM INLET — DESIGN STORM TEXT

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AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
37 N. Orange Avenue, Suite 500
Orlando, FL 32801
Office: 407-926-6611

RECORD DRAWINGS

RECORD DRAWINGS PREPARED BY AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. (AID) NOVEMBER 2022

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION SUPPLIED BY OTHERS. AID IS NOT RESPONSIBLE FOR INFORMATION SHOWN ON THESE DRAWINGS THAT HAS BEEN PROVIDED BY OTHERS. OWNERS AND THOSE PERFORMING FUTURE RELATED WORK ARE STRONGLY ENCOURAGED TO PERFORM FIELD VERIFICATIONS OF ACTUAL CONDITIONS.

REVISIONS

MARK	DESCRIPTION	DATE
1	BID ADDENDUM 2	09/16/2020
2	MANATEE COUNTY SITE PLAN COMMENTS	09/29/2020
3	SWFWMD COMMENTS	10/26/2020
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5	RESPOND TO SITE V3 COMMENTS	01/20/2021
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7	ASI 4, RFI 15	7/27/2021
9	RFI 25	10/25/2021
10	ASI 5	12/7/2021

RFI 15 NOTES:
1. WATER AND SEWER PIPES BENEATH 15TH STREET: CHANGED JACK AND BORE SCHEME TO DIRECTIONAL DRILLING DUE TO EXISTING CONDITIONS AND CROWDED UTILITIES PARALLEL TO 15TH STREET

KYLE HOLLEY LICENSE No. 72953 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Kyle B Holley
Date: 2022.11.18 08:01:44-05'00'

SRQ MAINTENANCE HANGARS

srq

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.,
SARASOTA, FLORIDA 34243

ISSUE DATE: 02/26/2021
COMM. NO.: SSA19025

DRAWN BY: DLW CHECKED BY: MCJ

SURFACE DRAINAGE PLAN

C500

CONFORMED DOCUMENTS 12/2021

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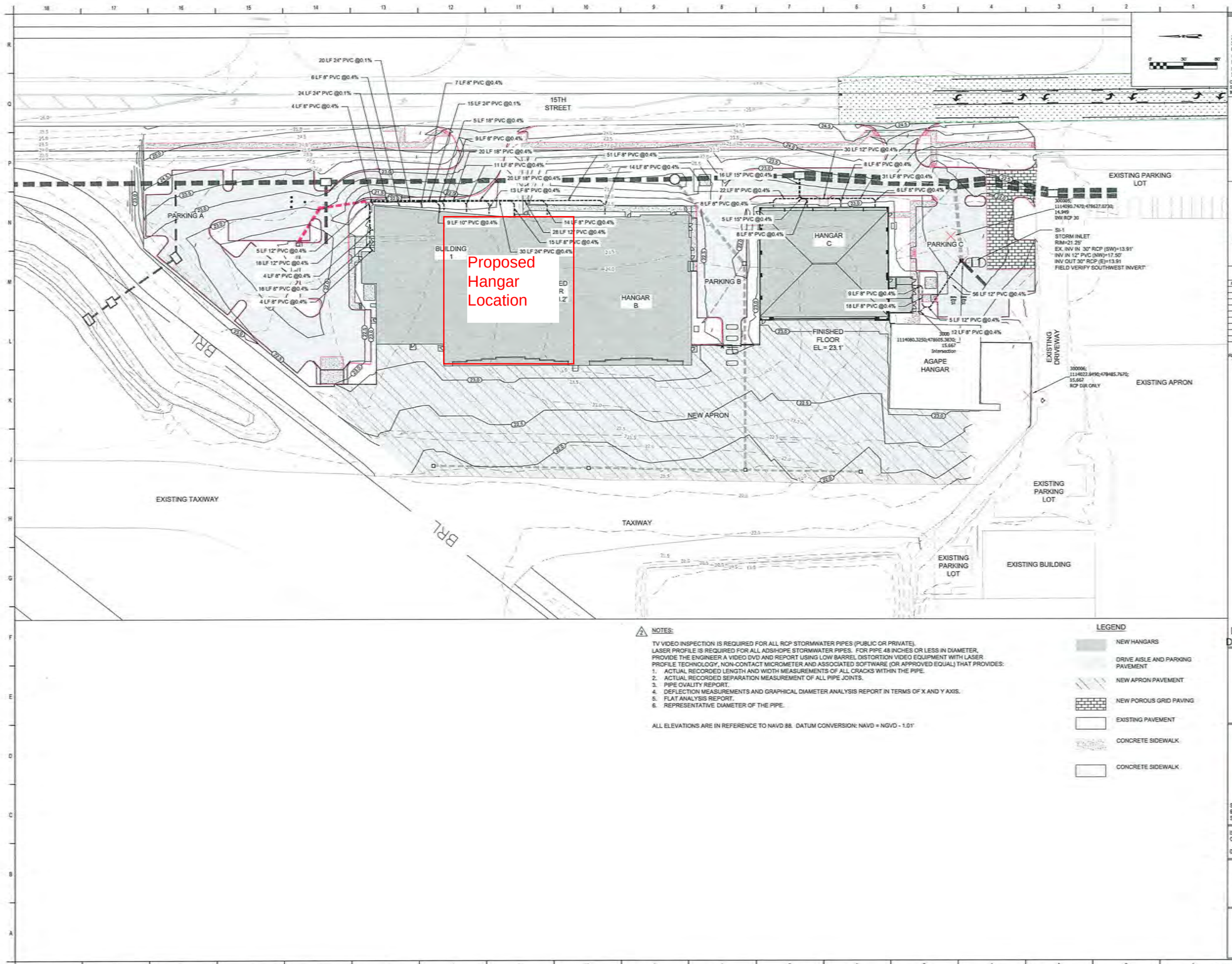

NOTES:

TV VIDEO INSPECTION IS REQUIRED FOR ALL RCP STORMWATER PIPES (PUBLIC OR PRIVATE).
LASER PROFILE IS REQUIRED FOR ALL ADS/HDPE STORMWATER PIPES. FOR PIPE 48 INCHES OR LESS IN DIAMETER, PROVIDE THE ENGINEER A VIDEO DVD AND REPORT USING LOW BARREL DISTORTION VIDEO EQUIPMENT WITH LASER PROFILE TECHNOLOGY, NON-CONTACT MICROMETER AND ASSOCIATED SOFTWARE (OR APPROVED EQUAL) THAT PROVIDES:

1. ACTUAL RECORDED LENGTH AND WIDTH MEASUREMENTS OF ALL CRACKS WITHIN THE PIPE.
2. ACTUAL RECORDED SEPARATION MEASUREMENT OF ALL PIPE JOINTS.
3. PIPE OVALITY REPORT.
4. DEFLECTION MEASUREMENTS AND GRAPHICAL DIAMETER ANALYSIS REPORT IN TERMS OF X AND Y AXIS.
5. FLAT ANALYSIS REPORT.
6. REPRESENTATIVE DIAMETER OF THE PIPE.

ALL ELEVATIONS ARE IN REFERENCE TO NAVD 88. DATUM CONVERSION: NAVD = NGVD - 1.01'

LEGEND

- NEW HANGARS
- DRIVE AISLE AND PARKING PAVEMENT
- NEW APRON PAVEMENT
- NEW POROUS GRID PAVING
- EXISTING PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE SIDEWALK

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KYLE HOLLEY LICENSE No. 72953 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Kyle B Holley
Date: 2022.11.18 08:01:46-05'00'

SRQ MAINTENANCE HANGARS

srq

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.,
SARASOTA, FLORIDA 34243

ISSUE DATE: 02/25/2021
CONML NO.: SSA19025

DRAWN BY: DLW CHECKED BY: MCJ

BUILDING AND HANGAR ROOF DRAINAGE PLAN

C501

CONFORMED DOCUMENTS 12/2021

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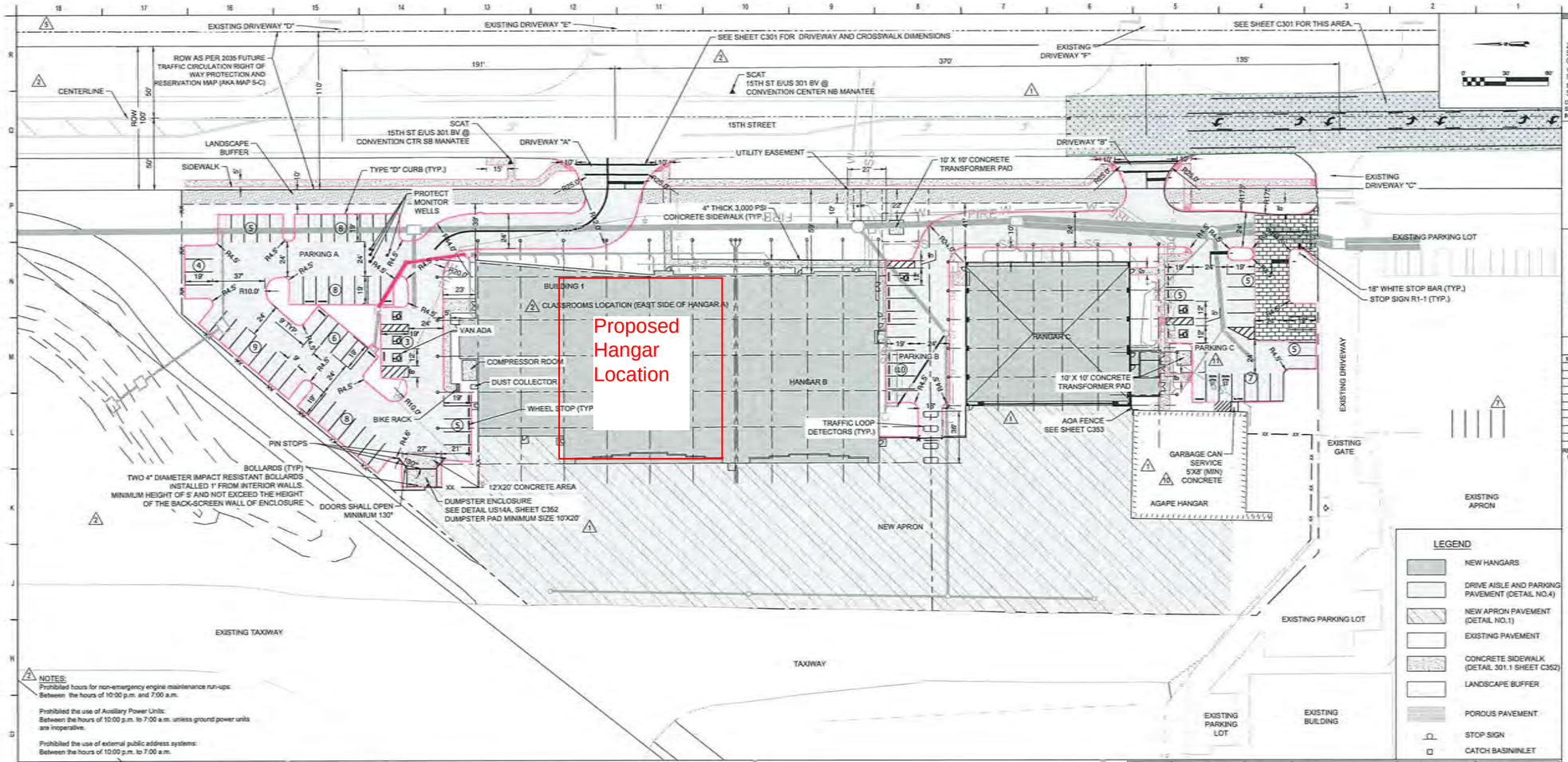
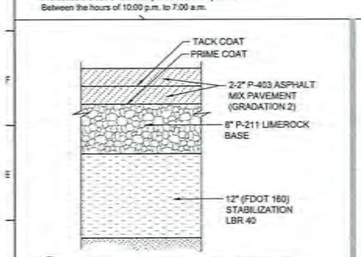


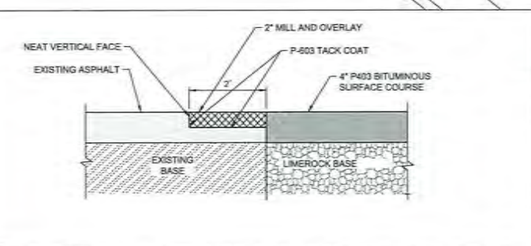
NOTES:
Prohibited hours for non-emergency engine maintenance run-ups: Between the hours of 10:00 p.m. and 7:00 a.m.

Prohibited the use of Auxiliary Power Units: Between the hours of 10:00 p.m. to 7:00 a.m. unless ground power units are inoperative.

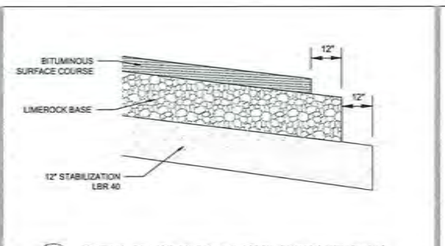
Prohibited the use of external public address systems: Between the hours of 10:00 p.m. to 7:00 a.m.



1 APRON ASPHALT PAVEMENT
N.T.S.



2 PAVEMENT OVERLAY MILLING TO EXISTING AIRFIELD PAVEMENT
N.T.S.

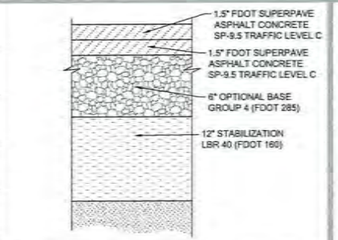


3 STEPPED OFFSET DETAIL (APRON AREA)
N.T.S.

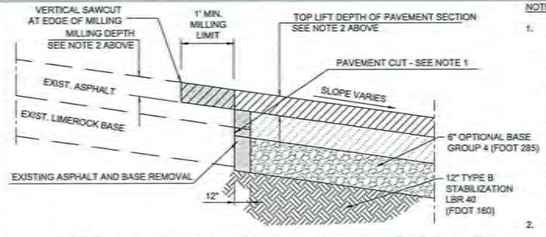
BUILDING	USE	AREA (SF)	PARKING REQUIREMENT	SPACES NEEDED	SPACES PROVIDED	
1	Offices and Office Support (2)	2,177	1/400 SF	6	5 Regular	1 ADA
1	Classrooms, Corridors and Classroom Support	12,718	1 Space/Student or Staff	40 Students 10 Staff	47 Regular	3 ADA
1	Aircraft Storage Hangar A	12,000	See Note 13 Below	Employees Included in "Staff" Above	6 Regular	
1	Aircraft Storage Hangar B	10,711	See Note 13 Below	Employees Included in "Staff" Above	5 Regular	
2	Office (Utility Occupancy and Restrooms)	(2)695	1/400 SF	2	1 Regular	1 ADA
2	Aircraft Storage Hangar C	11,500	See Note 13 Below	6 Employees	20 Regular	1 ADA
TOTAL			M	64	90	6

Site Development Summary-Parking		
Net Acres (Lease Limits) Acres	4.62	
Open Space-PDMU Zoning District	0.64	34.32%
Impervious Area	1.22	65.68%
Lot Standard	9x19	
Minimum Setbacks	Front: 25 feet	
	Sides: 15 feet	
	Rear: 20 feet	
Percent of Site Coverage		
Gross Acres (Airfield+Parking) Acres	10.14	
Building	1.36	13.41%
Airside	20.76	27.21%

NOTE:
All of the signing and pavement markings shall be provided in accordance with the latest editions of the MUTCD, FDOT Design Standards and the Manatee County Public Works Department Highway, Traffic and Stormwater Standards. Traffic Control devices that do not conform to these documents, and that are within the publicly maintained right-of-way, if acceptable, will require an executed Maintenance Agreement prior to approval of construction plans.

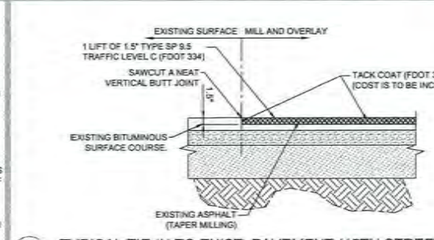


4 DRIVE AISLE AND PARKING SPACES ASPHALT PAVEMENT
N.T.S.



NOTES
1. SAWCUT EXISTING ASPHALT TO NEAT STRAIGHT (OR CURVED WHERE INDICATED) VERTICAL LINES IN SOUND PAVEMENT. REMOVE EXISTING BASE COURSE TO NEAT VERTICAL LINES. MAINTAIN EDGE OF PAVEMENT TO NEAT SQUARE LINES. RAVELING OR DAMAGE AT EDGES THAT ARE UNACCEPTABLE TO THE ENGINEER SHALL BE RE-SAWCUT FOR ENTIRE LENGTH OF THE JUNCTURE AS DIRECTED BY THE ENGINEER AT THE CONTRACTOR'S EXPENSE BEFORE PLACEMENT OF THE NEW BASE OR SURFACE COURSE.
2. THE DEPTH OF THE MILLING TIE-IN SHALL MATCH THE TOP LIFT DEPTH PAVEMENT SECTION.

5 TYPICAL TIE-IN TO EXIST PAVEMENT (PARKING AREA)
N.T.S.



6 TYPICAL TIE-IN TO EXIST PAVEMENT (15TH STREET AREA)
N.T.S.

SCHENKELSHULTZ
CO ARCHITECTURE CO
200 E. Robinson Street
Suite 300
Orlando, Fl 32801
voice 407-872-3322
fax 407-872-3303
schenkelshultz.com
SS Lic. No. AA-C006937
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Office: 407-926-6811

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NOVEMBER 2022

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SRQ MAINTENANCE HANGARS

srq
SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.
SARASOTA, FLORIDA 34243

ISSUE DATE: 03/29/2021
COMM. NO.: SSA19025
DRAWN BY: DLW CHECKED BY: MCJ

SITE AND GEOMETRY PLAN

C300

CONFORMED DOCUMENTS 12/2021

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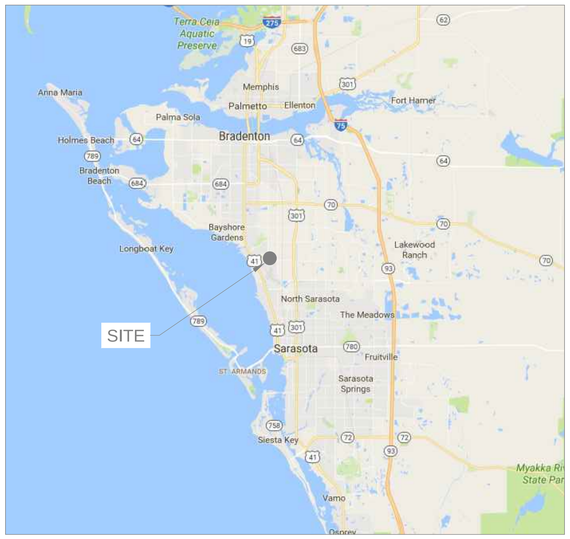
SARASOTA MANATEE AIRPORT AUTHORITY
MAINTENANCE HANGARS



VICINITY MAP
MANATEE COUNTY

SHEET LIST TABLE	
Sheet Number	Sheet Title
C000	COVER SHEET
~~C001~~	~~GENERAL AND SAFETY NOTES~~
~~C010~~	~~SAFETY PLAN~~
~~C020~~	~~CONSTRUCTION ACCESS, STAGING AND PHASING PLAN~~
~~C100~~	~~EXISTING CONDITIONS PLAN~~
~~C200~~	~~DEMOLITION AND EROSION CONTROL PLAN~~
~~C251~~	~~EROSION CONTROL DETAILS~~
~~C300~~	~~SITE AND GEOMETRY PLAN~~
~~C301~~	~~15th STREET PAVEMENT MARKING PLAN~~
~~C351~~	~~SITE DETAILS~~
~~C352~~	~~SITE DETAILS~~
~~C353~~	~~FENCE DETAILS~~
~~C400~~	~~GRADING PLAN~~
~~C401~~	~~GRADING PLAN~~
~~C402~~	~~BOUNDARY CROSS SECTIONS~~
~~C500~~	~~SURFACE DRAINAGE PLAN~~
~~C501~~	~~BUILDING AND HANGAR ROOF DRAINAGE PLAN~~
C700	UTILITY PLAN
C701	UTILITY PLAN INSETS
~~C751~~	~~UTILITY DETAILS~~
~~C752~~	~~UTILITY DETAILS~~
~~C753~~	~~UTILITY DETAILS~~
~~C754~~	~~UTILITY DETAILS~~

SARASOTA BRADENTON INTERNATIONAL AIRPORT

CONFORMED DOCUMENTS FEBRUARY 26, 2021

PREPARED BY:

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
TRANSPORTATION CONSULTING

SCHENKELSHULTZ
ARCHITECTURE

FINAL SITE PLAN/ CONSTRUCTION PLANS

ASBUILT SURVEY
PROVIDED BY:

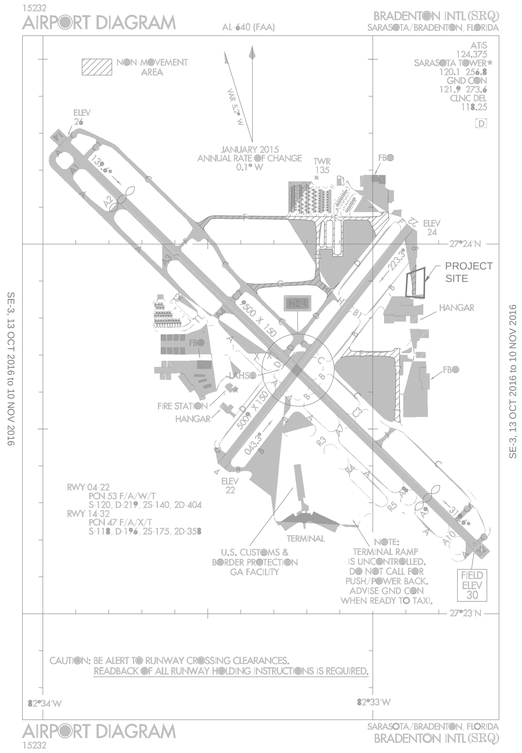
EST. 1987
STRAYER
SURVEYING & MAPPING, INC.

742 Shamrock Boulevard
Venice, Florida 34293
(941) 496-9488
(941) 624-4900
Fax (941) 497-6186
www.strayersurveying.com

PWUE CHECKLIST

	SOURCE	OWNERSHIP
POTABLE WATER	County	Private (SMAA)
WASTEWATER	County	Private (SMAA)
RECLAIMED/IRRIGATION WATER	N/A	N/A

Source of Utility Information
1. Project topographic survey, 2020. See C100
2. Manatee County Utilities Department GIS, 2020.
3. Subsurface Utility Engineering Investigation (private, within leasehold)



PARCEL ID: 6845710000 & 6845700001
FLOOD ZONE: "X"
WETLANDS: NONE
WELLS: MW 219, 220, 221, 222 TO BE PROTECTED

SURVEYORS NOTES:

THIS IS NOT A BOUNDARY SURVEY.

THIS SURVEY WAS PREPARED TO EXHIBIT THE UTILITY AS-BUILT AS CONSTRUCTED UPON THE SUBJECT PROPERTY. LAST FIELD DATE OF SURVEY 12/30/2021.

SOME OF ALL OF THE HORIZONTAL AND VERTICAL DATA ON UNDERGROUND UTILITIES HAVE BEEN PROVIDED BY THE CONTRACTOR, OR SUBCONTRACTOR TO THIS FIRM.

ELEVATIONS SHOWN HEREON ARE BASED ON THE PLANS PROVIDED BY AMERICAN INFRASTRUCTURE DEVELOPMENT, INC., PROJECT NUMBER: SSA19025, DATED 2/26/2021.

THE BASE DRAWINGS USED WERE PROVIDED BY: AMERICAN INFRASTRUCTURE DEVELOPMENT, INC., PROJECT NUMBER: SSA19025, DATED 2/26/2021.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.

SYMBOL CHARACTERS AND OR POSITIONS MAY NOT BE DEPICTED TO SCALE FOR CLARIFICATION PURPOSES.

SURVEY NOT VALID UNLESS ALL UNSTRUCK DRAWINGS LISTED IN THE SHEET INDEX ARE PRESENT.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

STRAYER SURVEYING & MAPPING, INC.
LICENSED SURVEYOR BUSINESS NO. 6639

B. GREGORY RIETH — FLORIDA SURVEYOR & MAPPER REG'N #5228

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voice 407-872-3322
fax 407-872-3303
schenkelshultz.com
SS Lic. No. -AA-C000937

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SRQ MAINTENANCE HANGARS

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.,
SARASOTA, FLORIDA 34243

ISSUE DATE: 02/26/2021
COMM. NO.: SSA19025

DRAWN BY: DLW CHECKED BY: MCJ

COVER SHEET

C000

CONFORMED DOCUEMNTS

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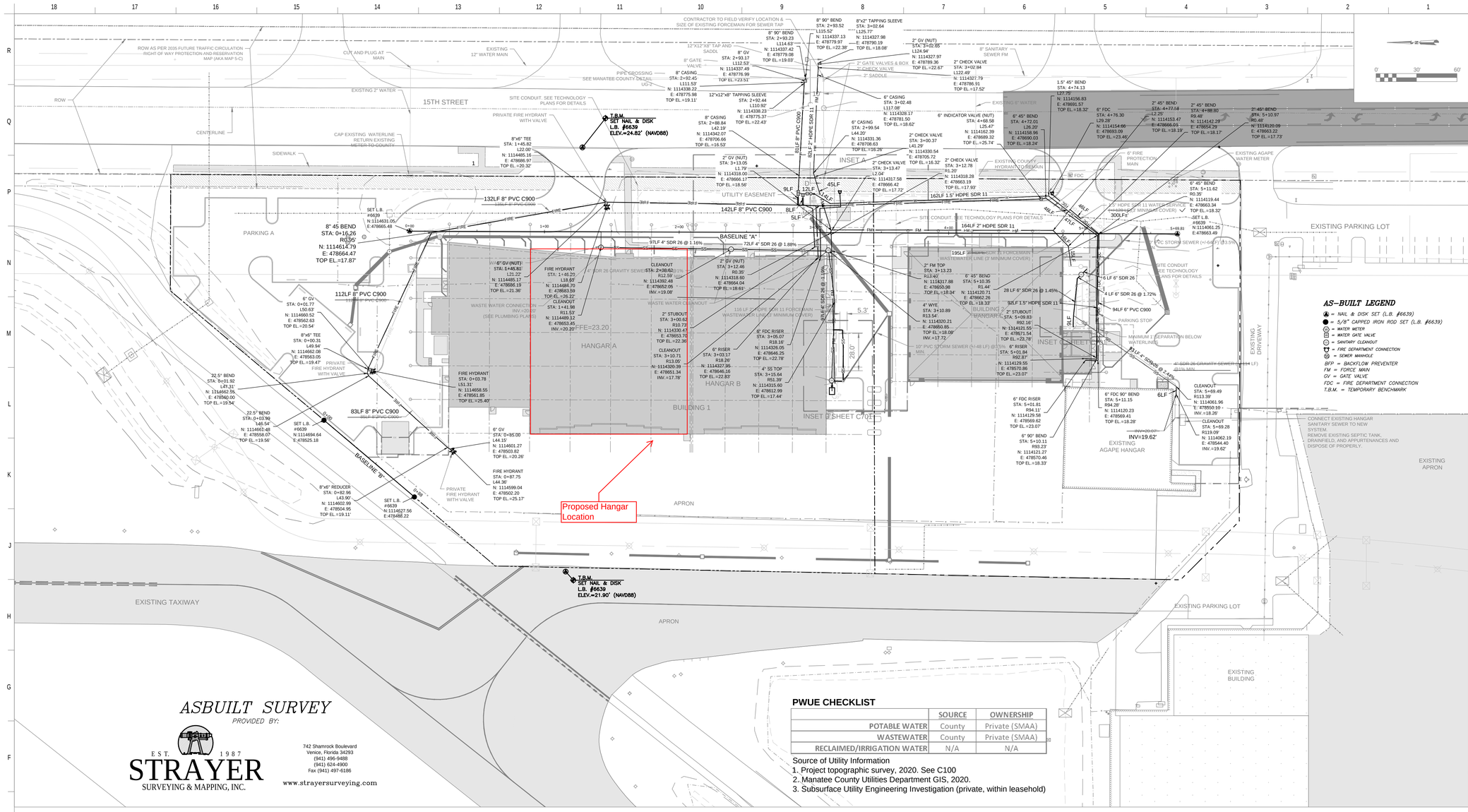

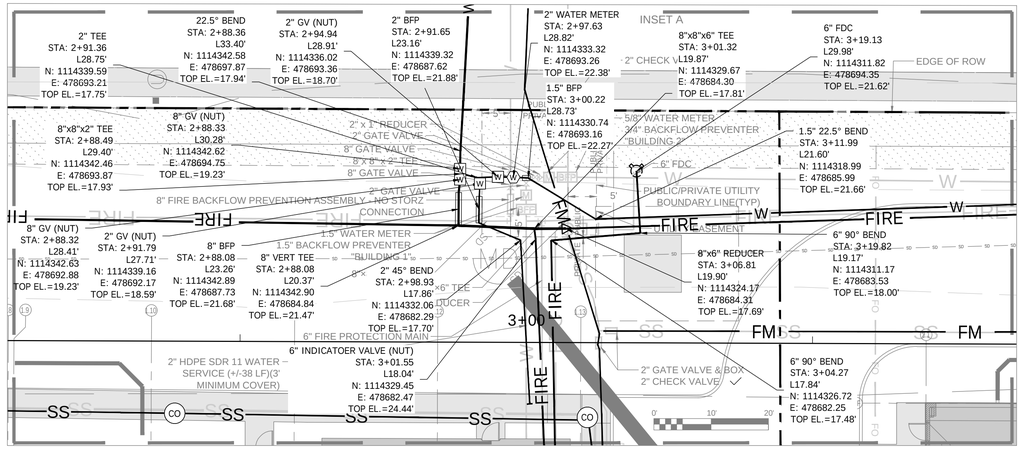

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PWUE CHECKLIST

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WASTEWATER	County	Private (SMAA)
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Source of Utility Information
1. Project topographic survey, 2020. See C100
2. Manatee County Utilities Department GIS, 2020.
3. Subsurface Utility Engineering Investigation (private, within leasehold)

NOTES:

UTILITIES:
1. MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS ARE THE MINIMUM ALLOWABLE WATER AND/OR WASTEWATER CONSTRUCTION STANDARDS. WHERE ANY NOTE OR DETAIL ON THESE PLANS CONFLICT WITH THE MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS THE MORE STRINGENT INTERPRETATION, AS DETERMINED BY THE COUNTY INFRASTRUCTURE INSPECTOR, SHALL BE APPLIED.
2. THERE SHALL BE 3' MINIMUM CLEARANCE FROM LANDSCAPE PLANTS AND THE EDGE OF THE METER SLAB FOR METERS LESS THAN 3" AND 6' FOR METERS LARGER THAN 3", AND FOR FIRE LINE BACKFLOW PREVENTION ASSEMBLIES.
3. THERE SHALL BE 10' MINIMUM CLEARANCE BETWEEN TREES AND METER ASSEMBLIES, METER ASSEMBLY SLABS, AND FIRE LINE BACKFLOW PREVENTION ASSEMBLIES.
4. THERE MUST BE A CLEARANCE OF 7.5' MINIMUM FROM THE FRONT AND BOTH SIDES, AND 4' TO THE REAR OF ALL FIRE HYDRANTS AND ABOVE GRADE OBSTRUCTIONS INCLUDING POSTS, FENCES, TREES, ETC.
5. STREET SIDE OF METER ASSEMBLIES AND FIRE LINE BACKFLOW PREVENTION ASSEMBLIES SHALL REMAIN OPEN AND FREE OF LANDSCAPING.
6. TREES SHALL NOT BE PLANTED OR LOCATED WITHIN 10 FEET OF ANY POTABLE WATER MAIN, RECLAIMED WATER MAIN, SANITARY FORCE MAIN, GRAVITY SANITARY SEWER MAIN, SANITARY CLEANOUTS, OR POTABLE/RECLAIMED/FORCE MAIN APPURTENANCES SUCH AS METERS, HYDRANTS, BACKFLOW PREVENTION ASSEMBLIES, ETC. THAT ARE OWNED AND MAINTAINED BY MANATEE COUNTY. AN APPROVED ROOT BARRIER SHALL BE USED WHERE TREES ARE PLANTED CLOSER THAN 10 FEET.

IRRIGATION:
THE SOURCE OF WATER FOR IRRIGATION WILL BE TEMPORARY HAND-WATERING FROM THE HOSE BIBS OUTSIDE OF THE HANGARS. THE FLORIDA NATIVE PLANTS NEED IRRIGATION FOR THE FIRST SIX MONTHS AND WILL BE WATERED BY HAND UNTIL ESTABLISHMENT. AFTER ESTABLISHMENT, NO IRRIGATION WILL BE USED.

SANITARY
E-ONE GRINDER PUMP STATION (MODEL DH152, WITH HARD WIRED LEVEL CONTROLS) OR EQUIVALENT
CONCRETE BALLAST SHALL BE INCLUDED AND SHALL BE INCIDENTAL TO THE GRINDER PUMP

HIGHLAND TANK 7' DIA- 8000 GAL. DOUBLE WALL OIL WATER SEPARATOR W/ PREFABRICATED DEADMAN (PREFABRICATED DEADMAN SHALL BE INCIDENTAL TO THE OIL/WATER SEPARATOR)
OR EQUIVALENT

LEGEND

- EXISTING ELECTRICAL UTILITY
- EXISTING STORM SYSTEM UTILITY
- EXISTING SANITARY SEWER UTILITY
- EXISTING GAS UTILITY
- EXISTING WATER UTILITY
- EXISTING TELECOMUNICATION UTILITY
- DESIGN STORM SYSTEM UTILITY
- SDESIGN ANITARY SEWER UTILITY
- DESIGN GAS UTILITY
- DESIGN WATER UTILITY
- DESIGN FIRE PROTECTION SYSTEM
- VALVE

MANATEE COUNTY UTILITY NOTE:

IN ACCORDANCE WITH MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.8.8.G THE DEPTH OF BURY FOR POTABLE WATER MAINS, RECLAIMED WATER MAINS AND FORCE MAINS SHALL TYPICALLY BE NO LESS THAN 3 FEET AND NO MORE THAN 6 FEET OF COVER AT FINAL GRADE.

15TH STREET CROSSING KEYED NOTES:
12" HDPE CASSING AND 8" HDPE CARRIER
6" HDPE CASSING AND 2" SDR 9 CARRIER

SCHENKELSHULTZ
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AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
37 N. Orange Avenue, Suite 500
Orlando, FL 32801
Office: 407-926-6611

REVISIONS

MARK	DESCRIPTION	DATE
1	BID ADDENDUM 2	09/16/2020
2	MANATEE COUNTY SITE PLAN COMMENTS	10/29/2020
3	SWFWMD COMMENTS	10/29/2020
4	RESPOND TO SITE V2 COMMENTS	12/16/2020
5	RESPOND TO SITE V3 COMMENTS	01/20/2021
6	RESPOND TO SITE V4 COMMENTS	02/04/2021
7	ASI 4, RFI 15	7/27/2021

RFI 15 NOTES:
1. WATER AND SEWER PIPES BENEATH 15TH STREET: CHANGED JACK AND BORE SCHEME TO OPEN CUT DUE TO EXISTING CONDITIONS AND CROWDED UTILITIES PARALLEL TO 15TH STREET.

SRQ MAINTENANCE HANGARS

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.,
SARASOTA, FLORIDA 34243

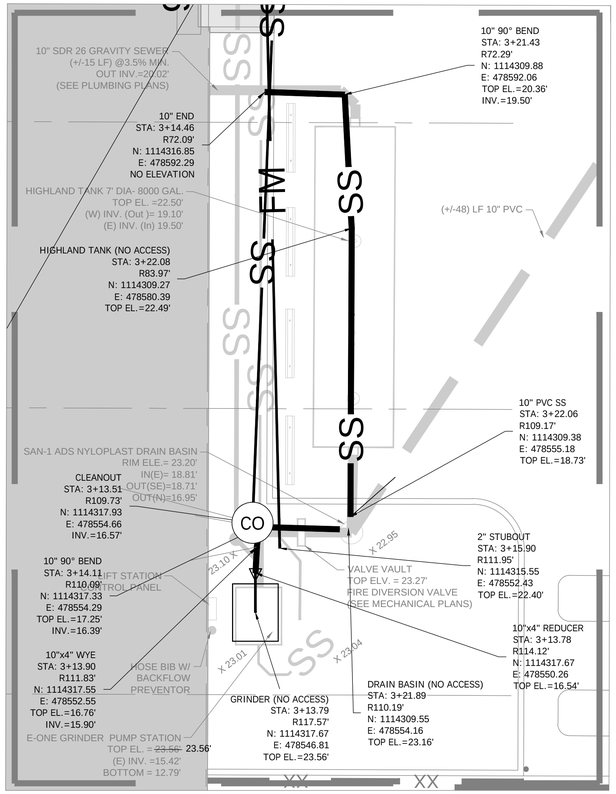
ISSUE DATE: 02/26/2021
COMM. NO.: SSA19025

DRAWN BY: DLW CHECKED BY: MCJ

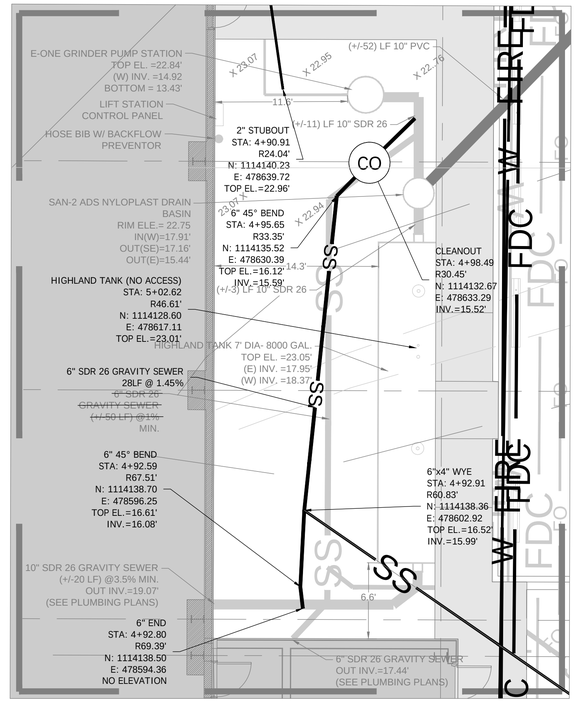
UTILITY PLAN

C700

CONFORMED DOCUEMNTS



INSET B



INSET C

SECTION D-D
N.T.S.

AS-BUILT LEGEND

- *= NAIL & DISK SET (L.B. #6639)*
- *= 5/8" CAPPED IRON ROD SET (L.B. #6639)*
- *= WATER METER*
- *= WATER GATE VALVE*
- *= SANITARY CLEANOUT*
- *= FIRE DEPARTMENT CONNECTION*
- *= SEWER MANHOLE*

BFP = BACKFLOW PREVENTER
FM = FORCE MAIN
GV = GATE VALVE
FDC = FIRE DEPARTMENT CONNECTION
T.B.M. = TEMPORARY BENCHMARK

PWUE CHECKLIST

	SOURCE	OWNERSHIP
POTABLE WATER	County	Private (SMAA)
WASTEWATER	County	Private (SMAA)
RECLAIMED/IRRIGATION WATER	N/A	N/A

Source of Utility Information
1. Project topographic survey, 2020. See C100
2. Manatee County Utilities Department GIS, 2020.
3. Subsurface Utility Engineering Investigation (private, within leasehold)

15TH STREET CROSSING KEYED NOTES:

12" HDPE CASING AND 8" HDPE CARRIER
6" HDPE CASING AND 2" SDR 9 CARRIER

0' 5' 10'

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SRQ MAINTENANCE HANGARS

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR.,
SARASOTA, FLORIDA 34243

ISSUE DATE: 02/26/2021
COMM. NO.: SSA19025

DRAWN BY: DLW CHECKED BY: MCJ

UTILITY PLAN INSETS

C701

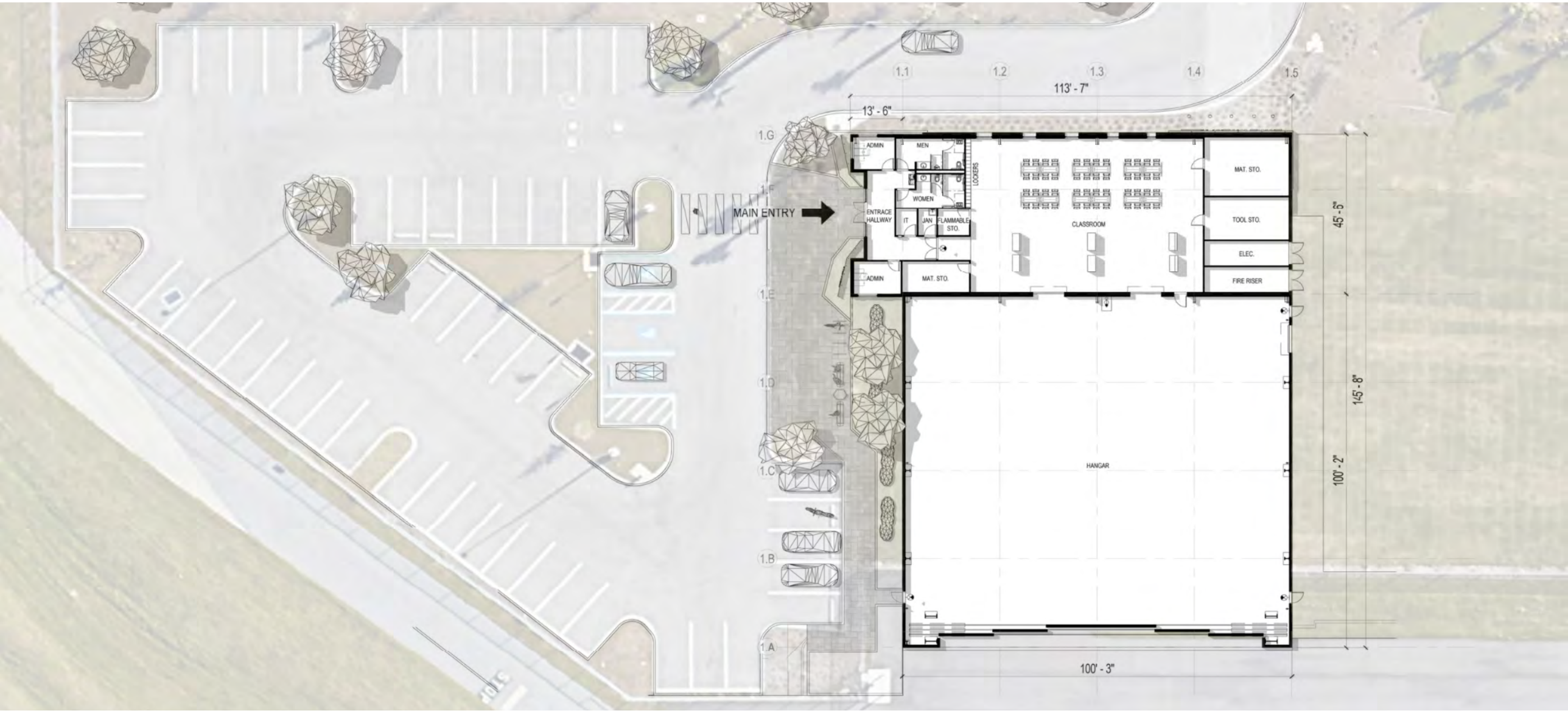
CONFORMED DOCUEMNTS

MTC Classroom and Hangar

Concept Package

9/12/2023

SCHENKELSHULTZ
ARCHITECTURE



Site Plan (One Hangar)

N

SITE PLAN

20ft. 0 20ft. 40ft.

The building was sited based on existing conditions and making use of the existing parking lot and entry drive.

SCHENKELSHULTZ ARCHITECTURE

Option 3

Most cost-efficient option with Nucor Classic Wall panels and punched windows. A small canopy at the entry provides rain protection .

SCHENKELSHULTZ ARCHITECTURE

PACKAGE B

1) Detailed Estimate of Probable Construction Cost

School District of Manatee County
Construction Services Department

MTC SRQ Hanger Budget Estimate

Project: MTC SRQ Aviation Maintenance Hangar Building
Date: 10/8/2023
Description/Scope: Construct new 10,000sf PEMB building open bay interior.
Excludes site developent which is in place. Note clarifications below.
Estimate is for a separate (non-attached) buiding.
Building Number(s): N/A

New Construction Building Area(s) (SF): 10,000

		Amount	$/SF	% of Const Cost Total
	AE Design Fee	$0	$0	0.0%

Division		Amount	$/SF	% of Total
01	General Requirements	$270,000	$27	10.0%
03	Concrete	$372,000	$37	13.7%
04	Masonry	$0	$0	0.0%
05	Metals	$38,400	$4	1.4%
06	Wood, Plastics, and Composites	$15,000	$2	0.6%
07	Thermal and Moisture Protection	$12,500	$1	0.5%
08	Openings	$215,000	$22	7.9%
09	Finishes	$85,900	$9	3.2%
10	Specialties	$14,620	$1	0.5%
11	Equipment	$0	$0	0.0%
12	Furnishings	$0	$0	0.0%
13	Special Construction PEMB	$675,000	$68	24.9%
14	Conveying Equipment	$0	$0	0.0%
21	Fire Supression	$102,000	$10	3.8%
22	Plumbing	$72,000	$7	2.7%
23	Heating, Ventilating, and Air Conditioning (HVAC) "BAF"	$9,850	$1	0.4%
26	Electrical	$346,000	$35	12.8%
27	Communications	Incl 26	-	-
28	Electronic Safety and Security	Incl 26	-	-
31	Earthwork	$180,000	$18	6.6%
32	Exterior Improvements	$62,000	$6	2.3%
33	Utilities	Incl 32	-	-
	Total	$2,470,270	$247	91.0%
	CM Fee	$108,000	$11	4.0%
	Contingency	$135,000	$14	5.0%
	Total Estmate Amount	$2,713,270	$271	100.0%

Note:

1. Costs are based on a PEMB square single slope roof design with classic standard color wall panels.
2. Includes minimal sitework since building pad area is in place.

Estimate of Probable Construction Cost Details:

Division 1, General Requirements:
Includes project overhead costs such as project management and administration, field office expenses, layout surveys, insurance, vehicles, equipment rental, cleaning, material testing and as built-surveys.

Division 2, Concrete:
Includes project costs such concrete foundation forming and placement, reinforcement steel, miscellaneous and general site concrete placement.

Division 5, Metals:
Includes project costs for metal support items to support doors, fixtures and other installations requiring support framing.

Division 6, Wood, Plastics and Composites:
Includes project costs for miscellaneous blocking and wood framing along with casework as indicated.

Division 7, Thermal and Moisture Protection:
Includes project costs for insulation, sealants, and weather barriers.

Division 8, Openings:
Includes project costs for high impact windows and doors, and large overhead hangar door.

Division 9, Finishes:
Includes project costs for drywall and wall system installations, floor finishes and painting.

Division 10, Specialties:
Includes project costs for plumbing fixture accessories, fire extinguisher cabinets and ADA signage.

Division 13:
Includes project costs for procurement and erection of the pre-engineered metal building.

Division 21, Fire Suppression:
Includes project costs for fire suppression systems and water service connections.

Division 22, Plumbing:
Includes project costs for water and sanitary waste piping within the building, vent stack piping and fixtures.

Division 23, HVAC:
Includes project costs for the acquisition and installation of a large overhead fan in the hangar space.

Division 26, Electrical:
Includes project costs for electrical service connection from transformer and down stream service panel installation, including wiring, conduit, power and lighting. This also includes fire alarm system installation, and systems, security communications wiring.

Division 31, Earthwork:
Includes project costs for excavation, transporting and placing fill, grading and compaction.

Division 32, Exterior Improvements:
Includes project costs for overall site improvements, sodding, landscaping, and utility service line rerout and connections.

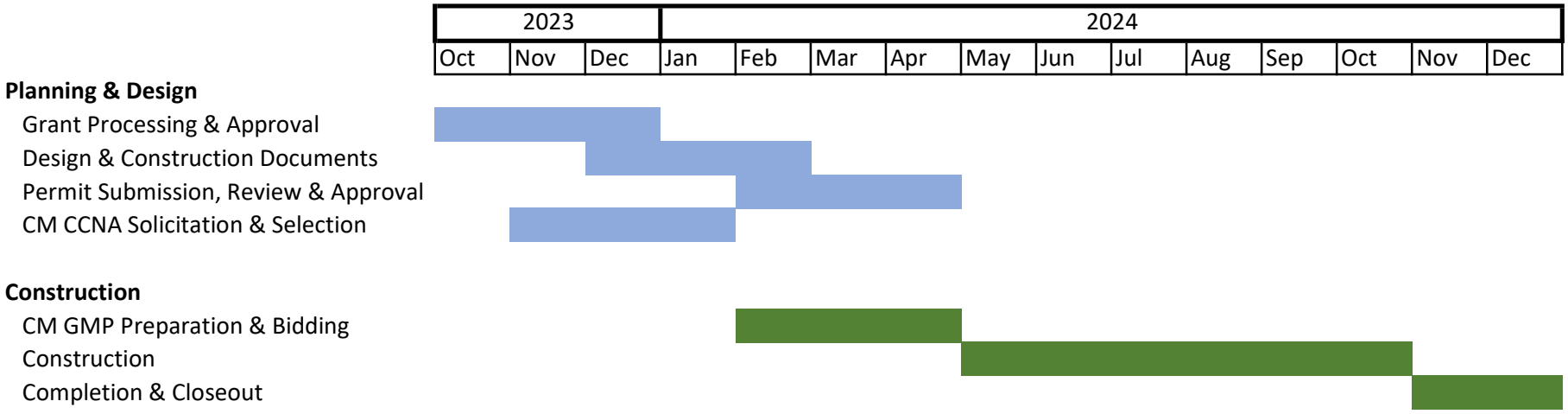
CM Fee:
Fixed job profit realized for the general contractor.

PACKAGE C

1) Proposed Schedule of Design & Construction

Manatee Technical College
Aviation Maintenance Hangar Facility
Project Schedule

10/8/23



PACKAGE D

1) School Board of Manatee County - Construction Management at Risk Contract

PACKAGE E

1) Lease Agreement Between The School Board of Manatee County & Sarasota Bradenton International Airport

Revised June 2021. Please check EDA's website before using this template to confirm that you are using the latest version. As of the date of this version, the current template can be found at the bottom of the "Programs" page at EDA.gov.

Environmental Narrative Requirements
The National Environmental Policy Act (NEPA) requires Federal agencies to assess the potential environmental impacts associated with proposed federal actions, including financial assistance. Applicants are encouraged to contact their designated Economic Development Representative or the applicable EDA Regional Environmental Officer with questions regarding this template and/or the appropriate level of documentation (please see the EDA website or the applicable Federal Funding Opportunity for contact information). Resources of available information are listed in many of the sections. If you are using a locally saved copy of this template, please check EDA's website to confirm this is the current version.

For further information regarding EDA's obligations under NEPA, please refer to the regulations for implementing NEPA at 40 C.F.R. 1500-1508. The Council on Environmental Quality's 2007 guidance document "A Citizen's Guide to the NEPA" is another resource available online.

Several issues discussed in the environmental narrative below may require consultation with other State or Federal agencies at a later date (for example, the State Historic Preservation Office, the U.S. Fish and Wildlife Service, or the National Oceanic and Atmospheric Administration's (NOAA) National Marine Fisheries Service (NMFS)). While EDA does not require that applicants complete such consultations before submitting an initial application, applicants should be aware that in the event their project is selected for further evaluation for funding, EDA may delegate these consultations to the applicant and expect them to be completed in an expeditious manner and prior to approval of an award.

Applicants must provide information on the following items in the environmental narrative. For any area in which the applicant asserts that an item is not applicable to a project, provide an explanation.

A. PROJECT DESCRIPTION

1. Beneficiaries

Identify any existing businesses or major developments that will benefit from the proposed project, and those that will expand or locate in the area because of the project.

> The following businesses at the airport employ aircraft mechanics and may employ graduates of the aviation maintenance school ("the project"): Sarasota Avionics, Atlantic Aviation, Aero Maintenance Services, West Coast Aviation Services, and Aviotec.
>
> Over 50 employers in the Aviation, Aerospace Industry Sector call this region home. All will benefit from this proposed project. Safran Electrical Power plans to expand. And the Bradenton Area Economic Development Corporation will be able to use this project to recruit new businesses to the area, as well as encourage the expansion of existing aviation/aerospace companies.

2. Proposed Construction

As an exhibit to this Narrative, provide a topographical map of the project area and a site map (with legend and north arrow) displaying the project location and boundaries, existing and proposed project components and location of all sites and/or companies benefitting from the proposed project. The documents should be of sufficient clarity for adequate interpretation of the Applicant's intentions.

Describe the project construction components in detailed, quantifiable terms. Describe the project location, proposed construction activities (e.g., grading, trenching), and schedule. **It is sufficient to simply reference the Preliminary Engineering Report (PER) here if a PER containing this information has been submitted or will be submitted concurrently.**

Please refer to the attached **Preliminary Engineering Report (PER).**

3. Need and Purpose

Provide a brief summary of the underlying need and purpose of the proposal for EDA funding.

Aircraft Mechanics and Service Technicians is a high-skill, high-wage occupation in an Enterprise Florida targeted industry with 1,424 openings each year over a decade and with an average yearly salary around $65,000 in Florida. Manatee District Schools is constructing an Aviation Maintenance Technician School at the Sarasota-Bradenton International Airport to provide the training to help residents, especially those whose jobs were impacted by recent hurricanes, to gain the credentials required for well-paying employment that will be in demand for the long term. Boeing estimates the industry will need 626,000 new maintenance technicians over the next 20 years. Approximately 50 local aviation and aerospace companies will be able to rely on the school for a steady employment pipeline. The EDA funding will be used to add a hangar to the AMTS, which will complete the project and create the capacity to fill that pipeline.

4. Alternatives to the Proposed Project

Based in the Need and Purpose summary above, provide a detailed description of alternative actions that were considered during the project planning but were not selected (e.g., alternative locations, designs, scopes, other projects having similar benefits, and a "no project" alternative). Explain why this project/site was selected as the preferred alternative. Provide detail on why other alternatives were rejected (e.g. did not meet the purpose and need of the project, implicated more environmental receptors, had greater climate impacts or were at greater risk to climate change than the proposed action). If the selected project would impact wetlands or floodplains, please provide a detailed description of alternatives to those proposed impacts.

We considered not building but this is not a viable alternative because of the demand.

B. <u>HISTORIC/ARCHEOLOGICAL RESOURCES</u>

Identify any known historic/archeological resources within the project site(s) or area of potential effect that are either listed on the National Register of Historic Places or considered to be of local or State significance and perhaps eligible for listing on the National Register. In many states, the State Historic Preservation Office (SHPO) maintains GIS databases of historic properties and cultural resources. Delineate an Area of Potential Effect (APE) for the project. The APE is the geographic area or areas within which a proposal may cause changes in the character or use of

historic properties, which would include (but is not limited to) any new development or renovation by the beneficiary facilitated by the proposed EDA project. Discuss the potential impacts of the project on culturally significant resources and provide a determination as to whether there will be: no historical properties/cultural resources present; no historical properties/cultural resources adversely affected; or historical properties/cultural resources adversely affected.

Note that the applicant is not required to contact the SHPO until directed to do so by EDA. If comments from the SHPO have already been received, they should be attached along with copies of the information provided to the SHPO. If you wish to initiate early consultation, please consult the website of the appropriate SHPO for instructions on required information.

There are no known historic/archeological or cultural resources on or near the project site.

C. AFFECTED ENVIRONMENT

For the resource areas identified below, indicate potential direct and indirect impacts from proposed project activities and specify proposed measures to mitigate probable impacts. Direct impacts are caused by the proposed action and occur at the same time and place. Indirect impacts are those that are caused by a proposed action, but that may occur later in time or farther removed in distance, relative to the primary impacts of the proposed action (40 C.F.R. Section 1508.8) Development induced by the proposed project would be an example of an indirect impact.

1. Affected Area

Describe the general project area, including topography, historic land usages, unique geological features, and economic history. Provide site photographs if available. Identify native vegetation and wildlife found in the project area or its immediate vicinity. Describe the amount and type of vegetation in the project area and indicate the impact to vegetation if removed (e.g., 1.2 acres of early successional native hardwood forest). Identify any designated State and National Parks, National Wildlife Refuges, or National Game Preserves located on or in the vicinity of the proposed project activities. Identify any Wilderness Areas, as designated or proposed under the Wilderness Act, or wild or scenic rivers, as designated or proposed under the Wild and Scenic Rivers Act, or other lands protected under state or federal law that are located on or in the vicinity of the proposed project activities.

1. Please describe any direct effects
2. Please describe any indirect effects

The project will be on .74 acres of flat land. The airport was built in 1942 and on this particular area, a commercial building and associated parking lot was constructed in the early 1950s. The building has had various tenants and, after being vacant for many years, was torn down in 2019. In 2021 the old parking lot was removed, and grass planted. On the north end, a small, landscaped parking lot was built to accommodate future facilities. Construction of the project will result in removal of the (non-native) grass.

There are no State Parks, National Parks, National Wildlife Refuges, or National Game Preserves located on or in the vicinity of the proposed project.

2. Coastal Zones

Indicate whether the project is located within a designated coastal zone subject to the Coastal Zone Management Act. Information on coastal zone boundaries is available on the NOAA's website. Identify any shorelines, beaches, dunes, or estuaries within or adjacent to the project site(s) and explain how the proposed project is consistent with the state's Coastal Zone Management Plan. If state concurrence is required, identify the state's Coastal Zone Management Agency.

The airport is located in an area subject to the Florida Coastal Management Program (FCMP) but is not located within a Coastal Barrier Recourse System (CBRS). Based on a review of the 23 state statutes protecting Florida coastal resources, the project would have little or no impact on coastal resources. Therefore, the proposed project is considered consistent with the Florida Coastal Management Program.

3. Wetlands

Identify any wetlands within or adjacent to the project site(s). If available, provide an on-site wetland/waters delineation performed in accordance with the 1987 (or current version) USACE Wetland Delineation Manual, as amended. Provide any correspondence from USACE, including any jurisdictional determination or permit documents.

1. Provide a determination of direct and indirect effects including the amount of jurisdictional waters affected by type (e.g. 1.1 acres of palustrine emergent wetlands would be impacted by the proposed project).
2. If any wetlands would be impacted by the project, provide an analysis of alternatives to wetland impact in this section or in the Alternatives to the Project section above.
3. Describe any mitigation plans here or in Section D below.

Also indicate if there are any proposed overwater structures that could impact navigable waters as defined in 33 CFR part 329.

If wetlands, streams, or navigable waters may be impacted, it is recommended that Applicants contact USACE concerning any jurisdictional waters resources.

No wetlands or other Waters of the U.S are within or adjacent to the project area.

4. Floodplains

Please state whether the project is located within a mapped 100- or 500-year floodplain. Provide a FEMA floodplain map (with the map number and effective date) displaying the project location and boundaries, existing and proposed project components, and location of all sites and/or companies benefiting from the proposed project. The document should be of sufficient clarity for adequate interpretation of the applicant's intentions.

Floodplain maps can be viewed and printed from FEMA's website. If FEMA floodplain maps do not exist in the project area, provide a letter from a Professional Engineer regarding the presence or absence of a 100-year floodplain.

i) Describe direct and indirect effects to 100-year floodplains, if any.
ii) If any 100-year floodplains would be impacted by the project, provide an analysis of alternatives to floodplain impact in this section or in the Alternatives to the Project section above.

iii) Indicate whether the Applicant's community participates in the National Flood Insurance Program.
iv) Indicate if a critical action (e.g., emergency response facility, hospital, wastewater treatment plant) is being located within the 500-year floodplain.

The project area is located outside of floodplains in a Federal Emergency Management Agency (FEMA) area of minimal flood hazard (Zone X). Floodplain impacts would not result from the project. The School District of Manatee County participates in the National Flood Insurance Program. No critical action is being located within the 500-year floodplain.

5. Climate Change

Identify any current or potential risks to the project due to climate change (e.g., flooding, wildfires, sea level rise, severe weather), utilizing federal resources, including the National Climate Assessment. Describe any steps taken in the planning and design of the project to mitigate those risks, including utilizing federal resources such as the U.S. Climate Resilience Toolkit. Identify any ways in which the project may contribute to future climate risks, such as by increasing flood risks, and any potential measures for mitigating those contributions. Describe any steps taken to reduce the project's immediate and future carbon footprint (e.g., use of renewable building materials, incorporation of energy-efficient design features).

The hangar structure is not at risk due to any anticipated effects of climate change. The structure will be located in an "Area of Minimal Flood Hazard (Zone X)" as designated in current FEMA flood mapping. In addition, the structure and structural components will be designed to resist lateral wind loads in accordance with the structural design criteria in Chapter 16, Florida Building Code, with openings and doors resistant to high velocity impact forces. The Florida Building Code structural design criteria meet or exceed the national standard ASCE 7-22, Minimum Design Loads and Associated Criteria for Buildings and Other Structures provisions. The project is consistent with the Florida Coastal Management Program and will not increase flood risks. The site has adequate storm water retention as reviewed and permitting by the Southwest Florida Water Management District jurisdiction and thus, the hangar impervious area will not contribute to storm water flooding.

The construction contract will require the recycling of all construction debris such as concrete, metals and plastics. The hangar will utilize energy efficient lighting fixtures and controls and provide efficient indoor air circulation by means of a large variable speed overhead ceiling fan.

6. Endangered Species

Provide a list of all threatened, endangered, and candidate species located in or near the project area, including any proposed development by the beneficiary, and the immediate vicinity. Identify these species' potential or existing habitat, and critical habitat designations in the project area. Identify the potential for direct or indirect impacts on these species. Critical habitat designations, lists of protected species by county, and information on effect determinations are available on the FWS website. The FWS' web-based Information, Planning, and Conservation System (IPaC) may also be useful for the early planning stage of a project. If an Effect

Determination or Biological Assessment has been completed for any of the species listed, please provide. Attach any correspondence with FWS that exists related to their proposal. For projects with possible impacts to fisheries and marine/coastal species, provide any correspondence with NMFS.

Based on literature review, online data sources, and the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) report, 13 animal species have the potential to occur on or adjacent to the Airport: the Eastern Indigo Snake, the Gopher Tortoise, the Florida Sandhill Crane, the Florida Scrub Jay, the Florida Burrowing Owl, the Crested Caracara, the Little Blue Heron, the Tricolored Heron, the Southeastern American Kestrel, the Wood Stork, the Roseate Spoonbill, the Black Skimmer, the Florida Bonneted Bat, and the Bald Eagle.

However, the project area is a highly altered environment comprised of airfield movement area pavement; vehicular pavement; cleared, graded, landscaped, and maintained open areas; and stormwater dry retention pond areas. The dry retention ponds are manmade and actively mowed and maintained. No significant wildlife utilization or observations of these species have been recorded in the project area, due to the extensive presence of pavements and active habitat and vegetation management on and near the airfield. No designated critical habitat occurs within the project area.

7. Land Use and Zoning

Describe the present formal zoning designation and current land use of the project site and adjacent land parcels. The areas include: the site of construction activities, adjacent areas, and areas affected by the primary beneficiaries. Land uses to be considered include, but are not limited to, industrial, commercial, residential, agriculture, recreational, woodlands, mines/quarries, and open spaces. Please indicate whether the project is located entirely within a city limit. Identify agriculture land parcels designated as "prime/unique agriculture lands" by the U.S. Department of Agriculture (USDA) under the Federal Farmlands Protection Act or a local equivalent. Additional information may be found at the USDA's Natural Resources Conservation Service website.

Land development in Manatee County is governed by the Manatee County Comprehensive Plan. SRQ and immediately surrounding land are included in the designated Airport Impact District in the Comprehensive Plan. The project site is on SRQ property, in an unincorporated area of Manatee County, and is designated for transportation. There are currently two aircraft hangars adjacent to the project site and the area is not agricultural land.

8. Solid Waste Management

Indicate the types and quantities of solid wastes to be produced by the project facilities and primary beneficiary. Describe local solid waste collection and disposal methods and the expected useful life of the disposal facility. Indicate if recycling or resource recovery programs are currently being used or will be used in the future.

Project construction is likely to generate minor quantities of construction and demolition debris typical of building construction and paving operations (e.g., drywall,

wood products, steel, and rubble). This debris will be diverted, recycled, or re-used when possible. Construction waste not diverted, recycled, or re-used would be transported to and disposed of in local permitted construction/demolition facilities or in local waste-to-energy plants in accordance with applicable state and local requirements.

Operational wastes are likely to increase due to new educational activities at the facility. However, the increase is expected to be minimal compared to existing solid waste generation. Additionally, SRQ's newly adopted Recycling, Reuse, and Waste Reduction Plan is expected to decrease solid waste generation at the facility. Therefore, it is unlikely that either construction or operation of the project will generate significant levels of solid waste.

9. Hazardous or Toxic Substances

Describe any toxic, hazardous, or radioactive substances that will be utilized or produced by the proposed project facilities and primary beneficiaries. Describe the manner in which these substances would be stored, used, or disposed. Complete and sign one "Applicant Certification Clause" for each co-applicant (see Appendix A). Indicate if hazardous or toxic substances have been or must be remediated prior to construction, demolition, or renovation. If a recent Phase I or Phase II Environmental Site Assessment has been performed, please provide a copy of the executive summary (a full copy may be requested at a later date).

During demolition of the previous structure and parking lot, no hazardous materials were found. During construction of this project, hazardous materials associated with construction activities may include petroleum-based lubricants, solvents, and diesel fuel. In the event previously unknown contaminants are discovered during construction, or a spill occurs during construction, work will stop until the required actions to mitigate occur. All hazardous waste will be disposed of pursuant to Florida state regulations.

Operations would include a continuation of existing diesel, gasoline, and aviation fuels associated with aviation operations. The project would accommodate existing airport operations and would not result in the generation of new or additional hazardous wastes or the use of additional fuels and lubricants. Incidental spills associated with fueling/servicing aircraft would be cleaned up in accordance with state regulations, and with the Airport's Spill Prevention Control and Countermeasures Plan.

10. Water Resources

Describe surface and underground water resources at or near the proposed project site(s) and any impacts of the project to these. If groundwater will be used, is the aquifer in overdraft and /or adjudicated? If there will be discharges to surface water, is the receiving surface water body listed on the U.S. Environmental Protection Agency's (EPA) Section 303(d) list of impaired waters? Is a National Pollution Discharge Elimination System (NPDES) permit required for any discharges to surface waters? Indicate if the proposed project is located within an area mapped by the EPA as sole source aquifer recharge area (maps and further information are available on EPA's website). Describe any induced changes in local surface water runoff patterns, and the status of storm water discharge permit processes (if applicable).

Water supply in the area consists of a mix of purified groundwater and purified surface water. Groundwater is pumped from the Floridian Aquifer from seven 1,200-foot-deep

wells in eastern Manatee County. Surface water is taken from Lake Manatee Reservoir in central Manatee County. Ground water will not be used. Sarasota Bay on the Gulf of Mexico is located approximately 1 mile east of the project area.

Storm water quantity and quality at SRQ are managed under the Airport's Drainage Master Plan, which accounts for stormwater collection and attenuation/treatment throughout Airport property. Stormwater in the northern portion of the Airport property is primarily managed through a series of ditches and swales, which drain to the north into the Bowles Creek sub-watershed. Stormwater retention areas on the west-central portion of airport property are connected via a piped outfall directly to Sarasota Bay. Stormwater in the southern portion of airport property drains to large ponds on the southeastern end of Airport property adjacent to University Parkway, which, in turn, outfall to the Whitaker Bayou sub-watershed. The receiving waters are not on the EPA 303 list nor is a NPDES permit required.

11. Water Supply and Distribution System

Indicate the source, quality, and supply capacity of local domestic and industrial/commercial water resources, and the amount of water that project facilities and primary beneficiaries are expected to utilize. Note whether the water that is being supplied is in compliance with the Safe Drinking Water Act, and if not, what steps are being taken to ensure compliance.

As previously stated, the water supply in the area (Manatee County) consists of a mix of purified groundwater and purified surface water. Groundwater is pumped from the Floridian Aquifer from seven 1,200-foot-deep wells in eastern Manatee County. Surface water is taken from Lake Manatee Reservoir in central Manatee County. Water to the project is in compliance with the Safe Drinking Water Act.

12. Wastewater Collection and Treatment Facilities

Describe the wastewater treatment facilities available for processing the additional effluent including usage by the beneficiary(s). Indicate design capacities and current loading (both daily average and peak), and adequacy in terms of degree and type of treatment required. Describe all domestic class or process wastewater or other discharges associated with the proposed project facilities and its primary beneficiaries, and the expected composition and quantities to be discharged either to a municipal system or to the local environment. Indicate all discharges that will require on-site pre-treatment. Note whether the wastewater treatment plant is in violation of the Clean Water Act, and if so, what steps are being taken to ensure compliance. If local treatment and sewer systems are or will be inadequate or overloaded, describe the steps being taken for necessary improvements and their completion dates.

The Existing storm water system is adequately sized to accommodate additional effluent from the project's impervious surfaces. Additional stormwater inlets and piping may be installed in the project area as needed, to properly connect the project area with existing stormwater management infrastructure.

13. Environmental Justice (Executive Order 12898) Describe whether the proposed project will result in disproportionate adverse human health or environmental impacts relative to minority and low income populations. Sufficient detail should be provided to enable EDA to determine whether the project will comply with Executive Order 12898.

The project will occur on airport property and will not adversely affect minority or low-income populations.

14. Transportation (Streets, Traffic and Parking)

Briefly describe the local street/road system serving the project site(s) and describe any new traffic patterns that may arise because of the proposed project. Indicate if land use in the vicinity, such as residential, hospital, school, or recreational, would be affected by these new traffic patterns. Indicate if any existing capacities of these transportation facilities would be exceeded as a direct or indirect result of this project implementation, particularly in terms of car and truck traffic, and what the new Level of Service designation would be.

The project is served by 15th Street East, a two lane, two-way road classified as a Principal Arterial. The project would result in a minor and temporary increase in surface traffic in the vicinity during construction. The increase will consist of construction material delivery, construction vehicle, construction debris removal, and construction contractor employee vehicle commute activities.

When the project becomes operational, there will be no new traffic patterns and new traffic to/from the facility will be minimal. No significant increase in surface traffic congestion or degradation of level of service provided is expected to result from the project.

15. Air Quality

Indicate types and quantities of air emissions (including odors) to be produced by the proposed project facilities **and its primary beneficiaries,** and any measures proposed to mitigate adverse impacts. Indicate the impact that the project would have on greenhouse gas emissions. Is the proposed project site within an area classified as a "non-attainment" for any criteria pollutants? If so, what are those pollutants? Indicate any local topographical or meteorological conditions that hinder the dispersal of air emissions.

Construction would cause a minor and temporary increase in air emissions from construction equipment activity, construction material delivery/debris removal vehicle activity, fugitive sources such as concrete paving and on-site dust generation, and construction employee contractor commuting. Because construction emissions are temporary in nature, it is not likely that the construction emissions would create a significant or lasting impact on air quality in the area.

The project will not increase operational emissions. It is an aviation mechanic school. Emissions produced by the occasional aircraft engine test will be insignificant compared to the overall growth at the airport.

The project is not located in a Clean Air Act non-attainment or maintenance area.

16. Noise

Would operation of project facilities or primary beneficiaries' facilities increase local ambient noise levels? If yes, indicate the estimated levels of increase, and the areas and sensitive receptors (e.g., residences, wildlife) to be affected.

The project would accommodate existing aircraft operations and would not result in an increase in aircraft operations, nighttime operations, or change in aircraft fleet mix.

17. Permits

Identify any Federal, State, or local permits of an environmental nature needed for the project (e.g., USACE, US Environmental Protection Agency (EPA), Coastal Zone Management/Shoreline Management, Air Quality, State Environmental Policy Act, NPDES) and the status of any such permits. Attach copies of any such permits and all associated correspondence, including the permit applications.

1) Florida Department of Environmental Protection (FDEP) – Permit No. CS41-0182063-225-DWC/CG – Status: In hand/complete, expires 6/23/2026.

2) Southwest Florida Water Management District (SWFWMD) – Permit No. 43009458.048 – Status: Complete

3) National Pollutant Discharge Elimination System (NPDES) – Application for this permit is to be made by the contractor performing the work. Typically, 30-day turnaround.

4) Local Jurisdiction Building Permit. Application for this permit is to be made by the contractor performing the work. Typically, 30-day turn-around.

18. Public Notification/Controversy

Provide evidence of the community's awareness of the project, such as newspaper articles or public notification and/or public meetings, as applicable. If a formal public hearing has been held, attach a copy of the minutes. Fully describe any public controversy or objections which have been made concerning this proposed project and discuss steps taken to resolve such objections.

There has been no public objection to this project.

https://www.heraldtribune.com/story/news/education/2023/06/27/sarasota-bradenton-international-airport-to-house-aviation-tech-school/70357582007/

Airport, college land $5.5M in funding for aviation training school | Business Observer (businessobserverfl.com)

19. Cumulative Effects

Please list projects (public and private, whether or not directly related to the proposed project described above) that have occurred or will occur in the past, present, and reasonably foreseeable future in and around the project area that could result in significant cumulative impacts when

considered in aggregate with the proposed EDA project. Cumulative impacts result from the incremental impacts of a proposed action when added to other past, present and reasonable foreseeable future actions (40 C.F.R. Section 1508.7). In other words, cumulative impacts can result from individually minor but collectively significant impacts. Based on the direct and indirect impacts identified in Sections C1-18, identify which resources, ecosystems, and human communities are affected; and which effects on these resources are important from a cumulative effects perspective.

There are no projects past, present, or planned which could result in a significant cumulative impact in and around the project area. Due to its location, there can be no further development of the project area. The area north of the project is in a Runway Safety Area. To the east of the project is a road. South of the project is an aircraft hangar and to the west, an aircraft parking apron.

D. MITIGATION

Describe methods to be employed to reduce impacts to any and all adverse impacts identified in Section C. List all mitigation measures that would be implemented to minimize impacts to environmental resources from project implementation.

Environmental Resource Category	**Avoidance/Minimization/Mitigation Measure**
Construction Impacts	Noise • Require all motorized construction equipment to have mufflers with noise reducing capabilities • Limit construction activities to daylight hours Dust • Minimize land disturbance • Stabilize surfaces of dirt piles • Use dust suppressants on traveled paths which are not paved and implement appropriate construction sequencing
Hazardous Materials and Solid Waste Impact	• Store, label and dispose of all hazardous materials generated in accordance with state and federal laws • In the event hazardous materials are discovered within construction area, notify regulatory authorities and conduct necessary site remediation
Solid Waste	• Implement source reduction strategies • Recycle solid waste from construction activities • Implement Recycling, Reuse, and Waste Reduction Plan provisions as applicable
Water Quality	• Use temporary erosion and sedimentation control measures

E. LIST OF ATTACHMENTS

The following checklist is a list of required and optional attachments to the Environmental Narrative as described in the sections above. The items listed in the optional section may be required by EDA at a later date to complete the project review and selection process, so it is recommended that you provide them now if they are currently available. While the documents listed below are the most frequently required for scoping determinations, EDA reserves the right to request additional items that are not listed below when necessary.

Applicants are not required to contact other governmental agencies for environmental or historical resources consultation until directed by EDA, though any interagency coordination letters that may be currently available should be provided. **EDA expects that all Applicants whose projects are selected for further evaluation will proceed with consultations in an expeditious manner. As such, Applicants should have the required information prepared for submission immediately upon notification of selection by EDA.** If you determine prior to application that your project may affect environmental or historical resources, you may contact the appropriate Regional Environmental Officer to determine if early interagency consultation is appropriate.

Please refer to the applicable Federal Funding Opportunity for unique requirements for each individual grant competition and a list of documents required for submittal with the application.

Checklist of Optional Environmental Documents that should be submitted with Application **if available** (will expedite review and selection process):

- o SHPO/THPO and Tribal leader comments and copy of submittals (see Section B)
- o Site photographs (see Section C1)
- o Coastal Zone consistency determination (see C2)
- o Wetland delineation and/or Jurisdictional Determination (see C3)
- o Preliminary wetland info (see C3)
- o U.S. Army Corps of Engineers comments, Section 404 Permit, Section 10 Permit, and/or Water Quality Certification (401 approval) (see C3)
- o Biological Assessment and/or survey for federally protected species (see C5)
- o Correspondence with US Fish and Wildlife Service and/or National Marine Fisheries Service (see C5)
- o Natural Resources Conservation Service determination of Prime Farmland, Form AD-1006, if applicable (see C6)
- o Phase I and II Environmental Site Assessment (seeC8)
- o Sole Source Aquifer review by US Environmental Protection Agency, if applicable (see C9)
- o Other federal, state and local environmental permits (see C16)
- o Copies of public notices, public hearing minutes, etc. (see C17)

Appendix A: Applicant Certification Clause

The applicant represents and certifies that it has used due diligence to determine that the description of the project site described herein is accurate with respect to the presence or absence of contamination from toxic and hazardous substances. The term "site" includes the entire scope of the project, including future phases of the project and all areas where construction will occur. SRQ Airport should complete

1. Is the site currently, or has it in the past 50 years, been used for any of the following operations or activities:

a. Generation of hazardous substances or waste?
_____ Yes __X____ No

b. Treatment, storage (temporary or permanent), or disposal of solid or hazardous substances or waste?
_____ Yes __X____ No

c. Storage of petroleum products?
_____ Yes ___X___ No

d. Used/waste oil storage or reclamation units?
_____ Yes ___X___ No

e. Research or testing laboratory?
_____ Yes ___X___ No

f. Ordinance research, testing, production, use, or storage?
_____ Yes ___X___ No

g. Chemical manufacturing or storage?
_____ Yes ___X___ No

h. Weapons or ammunition training, use, or testing?
_____ Yes ___X___ No

i. Iron works/foundry?
_____ Yes ___X___ No

j. Railroad yard?
_____ Yes ____X__ No

k. Industrial or manufacturing operation?
_____ Yes ___X___ No

If any of the above operations ever occurred at the site, and if appropriate cleanup or other mitigation actions were performed in accordance with the local, State, and federal laws, please attach documentation of these actions.

Appendix A: Applicant Certification Clause

2. Do wells draw from an underlying aquifer to provide the local domestic water supply?
   _____ Yes ___X___ No

3. Has a federal, State, or local regulatory authority ever conducted an environmental assessment, environmental impact statement, or a preliminary assessment/site inspection, or similar environmental surveyor inspection report at the site? If yes, please list here and attach copies of these reports or results.
   _____ Yes ___X___ No

   1)
   _____
   2)
   _____
   3)
   _____
   4)
   _____
   5)
   _____

4. Have any environmental or OSHA citations or notices of violation been issued to a facility at the site? If yes, please attach copies.
   _____ Yes ___X___ No

5. Have any unauthorized releases of hazardous substances occurred at any facility at the site which resulted in notification of the EPA's National Response Center?
   _____ Yes ___X__ No

6. Is any material containing asbestos or lead paint located at the site? If yes, please attach information concerning State and federal regulatory compliance.
   _____ Yes ___X___ No

7. Is there any equipment (electrical transformers, etc.) containing polychlorinated biphenyls (PCB) on the site? If yes, please attach a description of the equipment.
   _____ Yes ___X___ No

8. Are there underground or above ground storage tanks on the site? If yes, please attach a detailed description, including the number of underground storage tanks on the site, whether the tanks have been inspected (or removed) and the results of such inspections.
   _____ Yes __X____ No

9. Has the site been tested for radon? If yes, please attach results.
   _____ Yes __X____ No

Appendix A: Applicant Certification Clause

10. Have there been, or are there now any environmental investigations by federal, State or local government agencies that could affect the site in question? If yes, please attach available information.
    _____ Yes ___X___ No

The applicant acknowledges that this certification regarding hazardous substances and/or waste is a material representation of fact upon which EDA relies when making and executing an award. EDA reserves the right to terminate any award made in conjunction with the representations contained herein if, at any time during the useful life of the project, EDA becomes aware of the presence of hazardous materials or waste at the site, or that hazardous materials or waste have been inappropriately handled thereon.

Further, if it is determined at any time that the presence of hazardous materials or waste, or handling thereof, has been misrepresented, EDA may pursue other available legal remedies against the applicant.

Sarasota Bradenton Airport Authority
Applicant's Name

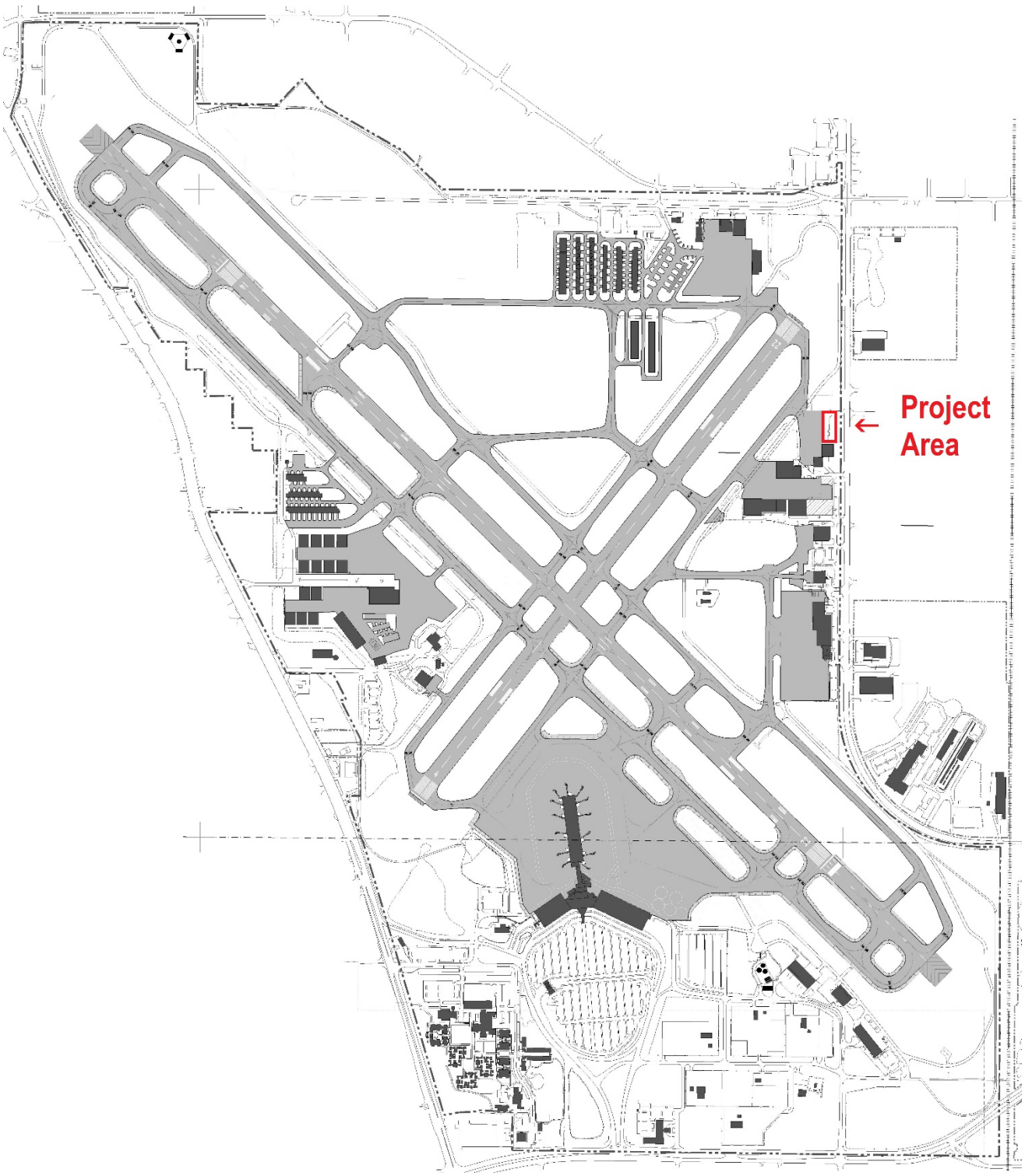
Name and Title of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative Date

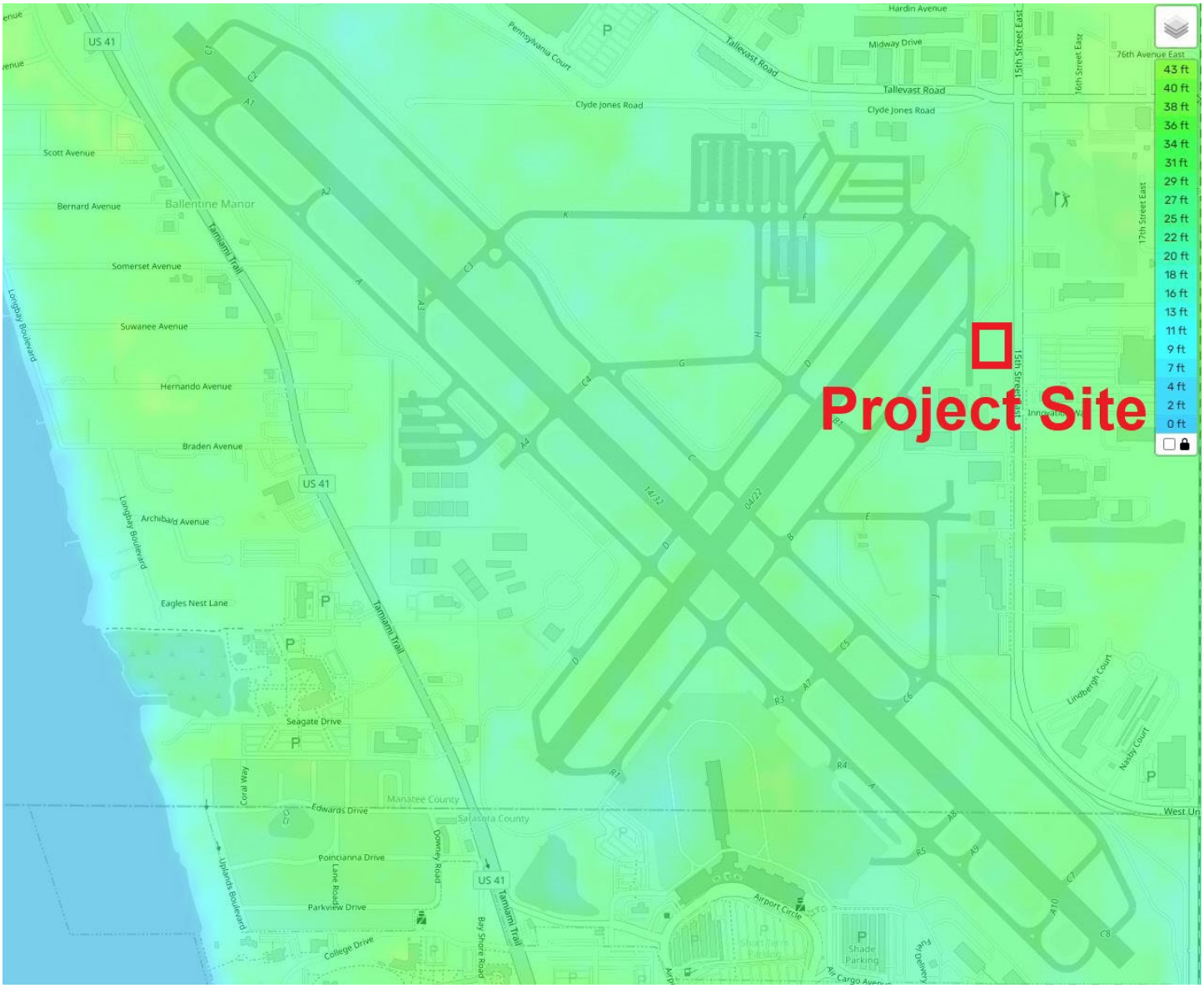
School Board of Manatee County
Applicant's Name

Jason Wysong, EdD, Superintenent
Name and Title of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative Date

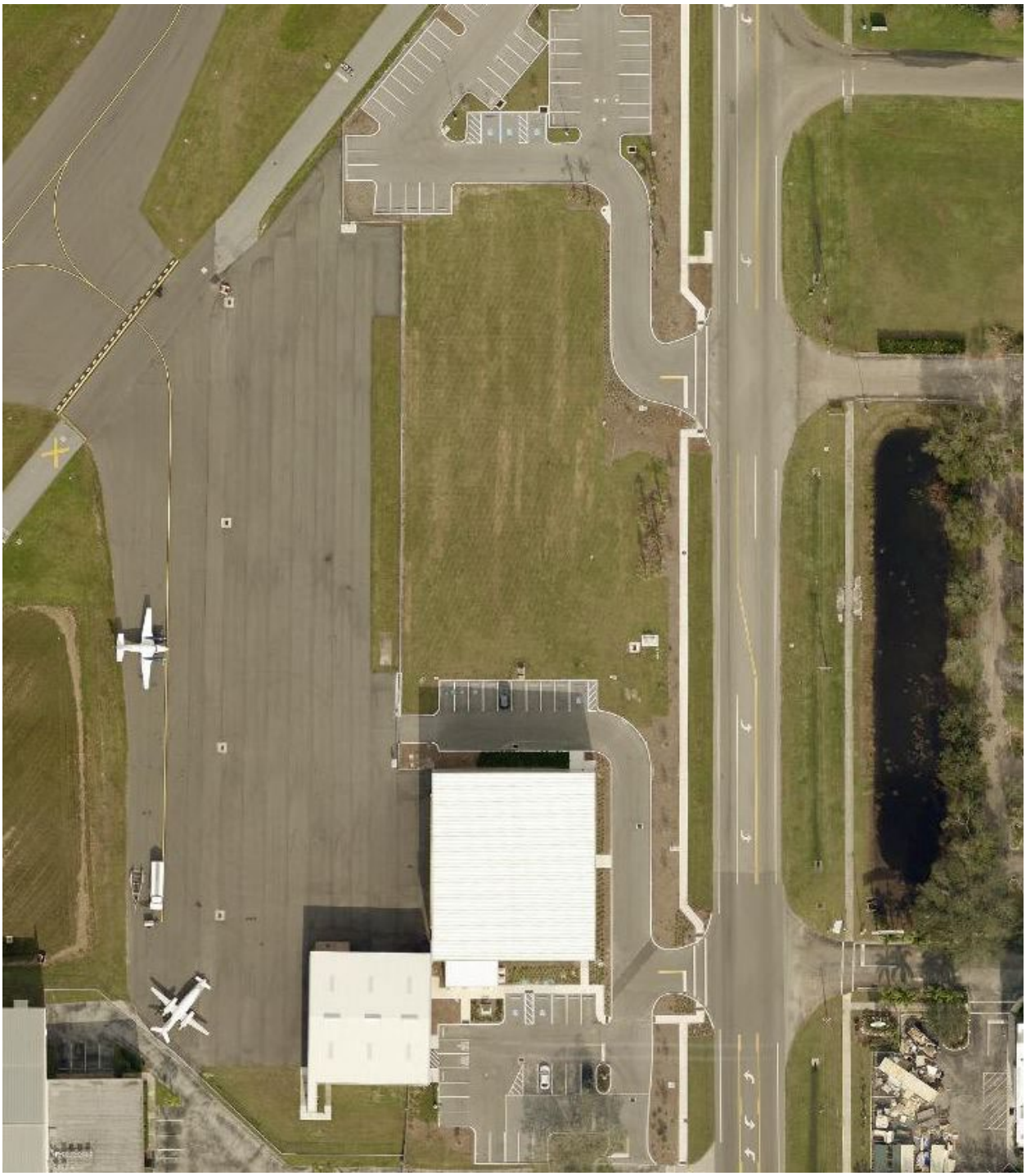

Project
Area

A2. Topographical Map of Project Area



C1. Site Photographs

Aerial



C1. Site Photographs

Ground View

OMB Number: 0610-0094
Expiration Date: 10/31/2024

ED-900C – EDA Application Supplement for Construction Programs

A. Metropolitan Area Review

A.1. Is the Project located in a Metropolitan Statistical Area (MSA)?

☒ Yes ☐ No (go to B.1.)

A.2. Projects within an MSA that involve the development of hospitals, airports, libraries, water supply and distribution facilities, sewage and waste treatment works, highways, transportation facilities, water development, or land conservation require comments from the metropolitan area clearinghouse/ agency. Does the proposed project involve any of the above identified developments?

☐ Yes ☒ No (go to B.1.)

A.3. If Yes, please attach either:

☐ Comments from the responsible metropolitan area clearinghouse/agency and a statement that such comments have been considered; or

☐ An explanation as to why comments are not available; or

☐ A statement indicating the date the application was made available to the appropriate metropolitan area clearinghouse/agency and units of general local government for review and certifying that the application has been before the metropolitan area clearinghouse/agency for a period of 60 days without comments or recommendations.

Add Attachment | Delete Attachment | View Attachment

B. District Organization Project Administration

B.1. Will the District Organization for the region in which the project will be located administer the project for the applicant?

☐ Yes ☒ No

B.2. If Yes, the applicant must be able to certify to all of the following and indicate such certification by checking each box:

☐ The administration of the project is beyond the capacity of the applicant's current staff and would require hiring additional staff or contracting for such services;

☐ No local organization/business exists that could administer the project in a more efficient or cost-effective manner than the District Organization; and

☐ The District Organization will administer the project without subcontracting the work.

C. Preliminary Engineering Report

To be considered for assistance, all construction and design applications must include a **Preliminary Engineering Report (PER)** that at a minimum provides the following information:

(Note: The Preliminary Engineering Report should be completed by a Professional Engineer or Architect. If the applicant plans on using the same engineer or architect for full design if the grant is awarded, the engineer or architect must be competitively procured in accordance with 2 C.F.R. part 200 for the PER; otherwise, the architect or engineer may be excluded from bidding for design work under the grant award.)

C.1. Project Overview.

- Insert the project description from Section B.1. of the ED-900GA.
- If the project contains elements of work that are not in the EDA-funded project, or if there is a larger overall project of which EDA is a smaller component, describe the non-EDA funded parts of work.
- Identify project components that have a useful life of less than 20 years and provide the useful life for each of these components.

C.2. Project drawings.

- Identify and label existing conditions such as existing infrastructure elements or structures within the EDA project construction limits.
- Identify and label proposed project components with rough dimensions and general layouts.
- Identify and label the location of any project beneficiaries identified in Section E.3 of the Form ED-900GA, if applicable.
- Color coding, labeling, legends and keyed notes are encouraged.

C.3. Construction cost estimate.

- Provide a detailed construction cost estimate in terms of quantities, unit prices, and total costs for all the EDA project components.
- Provide a basis for the determination of construction contingencies.
- If separate contracts are anticipated for demolition or site work, provide a separate detailed cost estimate for these components. If demolition or site work will not be separate contracts, include the costs in the overall detailed construction cost estimate.

C.4. Project constraints.

- Describe any design and construction constraints for the proposed project.

C.5. The proposed method of construction procurement.

- Identify if the project will be traditional design/bid/build with a sealed competitive bid process consistent with 2 C.F.R. § 200.320(c).
- Identify if any portion of the project is to be done by an alternate construction procurement method such as design/build, construction management at risk, the applicant's own forces, and/or a construction manager.

  (Note: If an alternate construction procurement method is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation at 13 C.F.R. § 305.6(a).)

C.6. Number of construction contracts anticipated.

- Identify the number of construction contracts anticipated and provide a description of the project components for each contract.

  (Note: If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. § 305.9(a).)

C.7. Project permits.

- List permits required for the proposed project.
- Provide the timeline to obtain the permits and their current status. Permits should include, but are not limited to: Clean Water Act Section 404 permits, NPDES permits including stormwater permits, railroad permits, highway encroachment, etc.

C.8. Project schedule.

Provide the following proposed project schedule in terms of months.

(Note: If project phasing is proposed, provide a schedule for each construction contract.)

- A/E procurement, if applicable;
- design period;
- period of time to obtain required permits;
- period of time to obtain any required easements, rights-of-way, or other real property rights needed for the project (including permits or licenses needed for entering land owned by a third party);
- solicitation of bids;
- awarding of contracts;
- construction period.

C.9. Preliminary Engineering Report.

Please attach a Preliminary Engineering Report that provides the information contained in C.1.- C.8.

Add Attachment | Delete Attachment | View Attachment

D. Title Requirements

D.1. Does the applicant currently hold title to the real property necessary for the project?

☐ Yes ☒ No (explain below in D.3.)

D.2. Does the applicant currently hold all easements, rights-of-way, long-term leases, or other property rights necessary for the project, such as licenses or permits often required to work within railroad rights-of-way, highway rights-of-way, or on other publicly owned lands?

☒ Yes ☐ No (explain below in D.3.)

D.2.a. **Please check, if applicable:**

☐ This project requires work within a railroad-right-way, or over a railroad crossing.

☐ This project requires work on a State or local government owned roadway or highway, or a highway crossing.

D.3. If no to D.1. or D.2., explain how and when the applicant plans to obtain the property rights needed for the proposed project?

The applicant currently holds a lease of the property to construct the hangar facility at SRQ airport. The lease is included in the Preliminary Engineering Report.

D.4. If real property is being acquired as part of the project, does the applicant have a signed agreement for the purchase, such as a purchase and sale agreement or option to purchase? See 13 CFR 314.7 (c)(1).

☐ Yes (attach agreement) ☐ No (explain below) ☒ Not Applicable

Add Attachment | Delete Attachment | View Attachment

D.5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (41 U.S.C. § 4601 et seq.) (URA) applies to federally funded projects involving the acquisition of real property or that displace persons from their homes, businesses, or farms. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in the purchases. (See URA's implementing regulations at 49 CFR part 24 and Certification #11 on Form SF-424D, "Assurances – Construction Programs" for an explanation of this requirement).

Please note that if real property is being acquired for this project, including the acquisition of easements, applicants may need to follow the appraisal procedures of the URA.

D.5.a. Will the project cause the displacement of individuals, families, businesses or farms?

☐ Yes ☒ No

D.5.b. Are relocation expenses for costs incidental to land acquired pursuant to the URA included in the proposed budget? These costs are separate from the estimated purchase price. Examples of such costs include those for recording fees, surveys, appraisals, title searches, real property taxes, etc.

☐ Yes ☒ No

If yes to either D.5.a. or D.5.b., explain below how acquisition and relocation procedures will comply with the URA. **In addition, applicants must complete Form ED-900E, "Calculation of Estimated Relocation and Land Acquisition Expenses" for purposes of completing the SF-424C (Budget Information - Construction Programs).**

D.6. Is (or was) any real property connected to the proposed project subject to eminent domain or the threat of such proceedings?

☐ Yes (explain below) ☒ No

D.7. Is the project located on a military or Department of Energy installation that is closed or scheduled for closure or realignment?

☐ Yes (explain below) ☒ No

D.8. For certain projects involving real property, including real property included as matching share, EDA regulations generally require recipients to execute a mortgage, deed of trust, or covenant of use in the real property acquired or improved with EDA investment assistance. In general, this interest should be a first priority lien. For Indian Tribe recipients, this interest will generally be a Covenant of Purpose, Use, and Ownership. See 13 CFR § 314.8.

Will the applicant be able to provide the required lien or covenant?

☒ Yes ☐ No (explain how you will satisfy 13 CFR § 314.8)

D.9. This question may require consulting with applicant's legal counsel, a title company, or a real estate specialist.

Is the property to be acquired or improved with EDA investment assistance, including real property to be used as matching share, free of any mortgages, deeds of trust, liens or other encumbrances, reservations, reversionary interests or other restrictions on the applicant's interest in the property, including those related to bonds, certificates of participation and similar financing structures?

☒ Yes ☐ No (explain below)

If no, describe any mortgages, deed of trust, liens or other encumbrances, reservations, reversionary interests or other restrictions on the applicant's interest in the property

D.10. Will real property acquired or improved with EDA investment assistance, or real property included as matching share, be used to collateralize any type of financing, including but not limited to bonds or tax credits?

☐ Yes (explain below) ☒ No

D.11. Briefly describe plans for the operation, maintenance and management of all project facilities, including any land, improved land, structures, and appurtenances thereto.

The facility will be maintained by SRQ and SDMC maintenance department staff consistent with all other facilities on site. Manatee Technical College will operate and provide aviation maintenance educational classes and oversee the operation of the facility.

E. Sale or Lease

E.1. Does the applicant intend to sell, lease, transfer, dedicate or otherwise convey any interest in the project or any portion of the project, underlying land, land improvements, etc funded with EDA investment assistance?

☐ Yes (explain below) ☒ No (go to F.1.)

Note: Applicants may be asked to provide documentation that EDA's requirements will continue to be met after the sale or lease of project property.

E.2. Is the purpose of the project to provide building space or land to a single user or multiple users?

☐ Yes, single user ☐ Yes, multiple users

Please note the number of expected users (if multiple users), the type of expected user(s) and the type of property being lease or sold (building lease, office lease, lot sale, lot lease, ground lease, etc.)

E.3. Will the project or any portion of the project be leased in whole or in part?

☐ Yes (explain below) ☐ No

E.4. Will the lease(s) be for fair market value?

☐ Yes ☐ No (explain below)

E.5. Explain the basic terms of any proposed lease(s), including planned length of the leases.

F. Industrial Parks, Commercial Parks or Similar Projects with Sites for Sale or Lease

F.1. Is the purpose of the project to construct infrastructure, buildings, or other facilities to serve an industrial park, commercial park or similar project with sites for sale or lease?

☐ Yes (explain below) ☒ No (go to G.1.)

F.2. A benefitting property is generally one that obtains direct economic benefits from the EDA funded project supporting the park (or similar project). For example, if EDA funded a water line that opened service and significant development potential for six adjacent industrial parcels identified as part of City Industrial Park, each of those six parcels would be considered a benefitting property. Please check one, the benefitting properties for this project are owned by:

☐ Applicant ☐ Private Part(ies)

☐ Both applicant and private part(ies) ☐ Other (explain below)

F.2.a. Identify below the owners of each property benefitting from the EDA funded construction, provide an estimate of the number of acres of each property and the estimated total acreage benefitting from the proposed project. Attach a map showing the EDA funded project and each benefitting property with its identified owner and acreage.

Add Attachment | Delete Attachment | View Attachment

Note that EDA may require that the owner of the benefitting property, including private owners, agree to certain restrictions on the use of the property and may require that those restrictions survive any sale or transfer of the property.

In addition, EDA may require evidence that the private party has title to the park or site and may require the private party to provide other assurances that EDA determines are necessary to ensure the property is used in a manner consistent with project purposes. See 13 CFR § 314.3(c) and § 314.7.

G. Broadband, Internet, and Dark Fiber

G.1. Is this project for broadband infrastructure construction, including installation of conduit, fiber optic cable and/or related equipment such as network switches and backhaul, pole attachments, towers, or the acquisition of an indefeasible right of use?

☐ Yes (explain below) ☒ No (go to H.)

G.2. Does the applicant understand and agree to comply with the requirements of the Federal Communications Commission and any other Federal requirements applicable to broadband projects?

☐ Yes ☐ No

G.3. EDA regulations require recipients to provide a security interest in significant items of tangible personal property, which may include fixtures, acquired with EDA investment assistance. For broadband projects, this may include a security interest in the fixed fiber optic cable, other broadband assets, and indefeasible rights of use. This should be a first priority lien.

Will the applicant be able to provide the required security interest?

☐ Yes ☐ No (explain below)

G.4. Will the applicant be the operator of the broadband infrastructure?

☐ Yes (explain below; skip G.5.) ☐ No (go to G.5.)

If yes, explain your plan for long-term operations, maintenance and use of the broadband infrastructure.

G.5. Explain who will be the operator of the broadband infrastructure and whether it will be available to a single internet service provider or multiple internet service providers.

G.6. Provide a brief description of the current internet services in the area, including providers and their standard download/upload speeds.

G.7. List any agreements the applicant will need to enter into for broadband operations such as indefeasible rights of use, pole attachment agreements, access agreements, operator agreements, etc.

H. Environmental and Historic Preservation Requirements

Please attach an environmental narrative and applicant certification clause using the template found on www.eda.gov.

Add Attachment | Delete Attachment | View Attachment

Federal agencies are required by law to assess the expected environmental impacts associated with proposed federal actions. Depending on its analysis of information submitted by the applicant, EDA may request additional information to better understand the current environmental conditions and the project elements that will affect the environment.

Comprehensive information is required to complete an environmental review in accordance with the National Environmental Policy Act (NEPA). Information must be provided for the:

(i) site where the proposed project facilities will be constructed and the surrounding areas affected by its operation; and

(ii) areas to be affected by any primary beneficiaries of the project.

(iii) The information submitted must be sufficient to evaluate all reasonable alternatives to the proposed project and the direct and indirect environmental impacts of the project, as well as the cumulative impacts on the environment as defined in the regulations for implementing the procedural provisions of NEPA. See 40 C.F.R. parts 1500-1508.

The level of detail should be commensurate with the complexity and size of the project and the magnitude of the expected impact. Previously completed environmental impact documentation (assessments, impact statements, etc.) for activities in the region in which the proposed project will be located may be referenced and attached to the environmental narrative as this documentation may be helpful. However, it is important that each section of the environmental narrative addresses the proposed EDA project.

Please note regardless of whether the applicant believes historic or archaeological artifacts are present, the applicant may be required to work directly with its State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) for projects on Tribal lands where there is a designated THPO. The SHPO and THPO clearance processes can be lengthy. Please reach out to EDA to start the process as early as possible. A good early step is to familiarize yourself with the SHPO or THPO websites, which generally explain the processes and requirements. There are also trainings and additional resources available through the Advisory Council on Historic Preservation (ACHP) website.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Manatee Technical College, School District of Manatee County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 596000728

* c. UEI: XKGXG94KMH65

d. Address:

* Street1: 6305 E State Road 70

Street2:

* City: Bradenton

County/Parish:

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 34203-9701

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

* First Name: Doug

Middle Name:

* Last Name: Wagner

Suffix:

Title: Director, Manatee Technical College

Organizational Affiliation:

* Telephone Number: 941-751-7900

Fax Number:

* Email: wagnerd@manateeschools.net

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

G: Independent School District

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Commerce (EDA)

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:

Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

EDA-DISASTER-2023

* Title:

FY 2023 EDA Disaster Supplemental

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

MTC AMTS Hangar at SRQ: Manatee Technical College Aviation Maintenance Technician School Hangar at Sarasota Bradenton International Airport

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-16 | * b. Program/Project: FL-16

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/22/2024 | * b. End Date: 06/30/2025

18. Estimated Funding ($):

* a. Federal	2,170,616.00
* b. Applicant	542,654.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,713,270.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 10/11/2023.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Dr. | * First Name: Jason

Middle Name:

* Last Name: Wysong

Suffix:

* Title: Superintendent

* Telephone Number: 941-708-8770 | Fax Number:

* Email: wysongj@manateeschools.net

* Signature of Authorized Representative: | * Date Signed:

OMB Number: 4040-0008
Expiration Date: 02/28/2025

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$ 0.00	$	$ 0.00
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$ 217,000.00	$ 217,000.00	$ 0.00
5. Other architectural and engineering fees	$ 54,200.00	$ 54,200.00	$ 0.00
6. Project inspection fees	$ 40,700.00	$ 40,700.00	$ 0.00
7. Site work	$ 242,000.00	$	$ 242,000.00
8. Demolition and removal	$ 0.00	$	$ 0.00
9. Construction	$ 2,336,270.00	$	$ 2,336,270.00
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$ 2,890,170.00	$ 311,900.00	$ 2,578,270.00
13. Contingencies	$ 135,000.00	$	$ 135,000.00
14. SUBTOTAL	$ 3,025,170.00	$ 311,900.00	$ 2,713,270.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 3,025,170.00	$ 311,900.00	$ 2,713,270.00

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 80 %	$ 2,170,616.00

OMB Number: 0610-0094
Expiration Date: 10/31/2024

ED-900 – General Application for EDA Programs

This form is required for application to EDA grant programs, consistent with the requirements outlined in each program Notice of Funding Opportunity (NOFO). **Applicants are strongly encouraged to clearly and concisely respond to each answer in the space provided. Applicants should not provide additional documents or narratives without prior written approval from EDA.**

A. Applicant Information

A.1. Please identify all applicants for this project.

The Lead Applicant is the party who is responsible for handling disbursements of funds and reporting to EDA.

Please note: Active registration with the System for Award Management (SAM) is required of all EDA applicants and awardees at www.SAM.gov. Please list the relevant Commercial and Government Entity CAGE Code and SAM expiration data for all applicants and co-applicants (if any) in the table below.

	Name	SAM.gov CAGE Code	SAM.gov Registration Expiration Date	Fiscal Year End Date (mm/dd)
Lead Applicant	School District of Manatee County	4R6H6	03/28/2024	06/30
Co-Applicant 1	Sarasota-Bradenton International Airport	41UXS	12/27/2023	09/30

Agency Disclosure Notice: *This information collection is authorized by OMB control #0610-0094. Public reporting burden for this collection of information is estimated to average 17.1 hours per response for non-construction projects and 43 hours per response for construction projects, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Commerce, Economic Development Administration at* ***jknott@eda.gov****. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.*

B. Scope of Work

B.1. Describe the scope of work for the proposed EDA investment, including a list of project tasks to be undertaken.

List the specific tasks/activities that will be undertaken as a result of this investment.

Applicants for construction assistance should also include a statement of project components, including whether the proposed project involves the construction of a new facility (or facilities) or the expansion, renovation, or replacement of an existing facility or facilities. Applicants should also describe the proposed project components in terms of dimensions, capacities, quantities, square footage, etc. and should verify the description aligns with the engineering description provided in the preliminary engineering report, the environmental narrative, and other application materials.

Applicants for Partnership Planning Assistance should provide a narrative on the economic development activities that will be undertaken, which must include managing and maintaining the Comprehensive Economic Development Strategy (CEDS) process.

Applicants for Short Term Planning Assistance or Local Technical Assistance should provide a narrative explaining how the proposed scope of work will enhance economic development planning capacity of the identified region. Applicants should include information regarding any relationship or collaboration with other public and private entities, and should explain how the strategy will expand the capacity of public officials and economic development organizations to work effectively with employers and enable the region to plan and coordinate the use of available resources to support economic recovery and the development of a regional economy and/or develop innovative approaches to economic revitalization in the region.

Applicants for State Planning Assistance should provide a narrative outlining the proposed scope of work for the project, including the relationship to any existing CEDS or similar planning processes, and the goals and objectives of the proposed project.

Applicants for a Revolving Loan Fund (RLF) should clearly define the service area of the proposed Revolving Loan Fund, the types and size of loans anticipated to be made under the RLF and the focus area of the RLF (if any). Applicants should describe how the RLF will be designed to make loans to businesses that cannot otherwise obtain traditional bank financing. Applicants should describe what (if any) technical assistance will be provided for loan applicants/borrowers and explain how quickly grant funds are expected to be deployed (i.e. lent) to potential borrowers.

The School Board of Manatee County, Florida for Manatee Technical College, is proposing to construct a 10,000 square foot (approximately 100'x100') aviation maintenance hangar located on leased property located at the Sarasota Bradenton International Airport (IATA Code SRQ). The location of the site is under lease with the airport authority that is improved/level, with utilities and vehicle parking in place and available for connection. The hangar will be a separate non-attached Pre-Engineered Metal Building (PEMB) with an open bay interior.

Construction tasks will include site preparation and utility connections, placement of structural concrete slab, erection of a pre-engineered metal building (PEMB), electrical power and lighting, plumbing, interior build out and circulation connecting paths to existing systems.

The hangar is a critical supplement to the Aviation Maintenance Technician School (classroom building—non-EDA funded). The hangar will be constructed adjacent to the AMTS classroom building. The construction of this facility is consistent with the airport authority's master plan.

B.2. Describe the specific deliverables/outcomes that the project will produce and the primary beneficiaries or audience of those deliverables. Please note that deliverables are defined as the specific outcomes that will come from the project and differ from information on project tasks/activities requested in B.1. Project tasks/activities requested in B.1 should be reported as process steps that will be achieved to reach the final project while deliverables/outcomes detailed in B.2 are the final product produced.

A hangar for the AMTS will be the specific deliverable. The hangar will provide the necessary space to provide the hands-on training of 96 students per year, graduate 86 per year, and place 82 per year in employment the year following the admission of the first two cohorts. Students will have the opportunity to prepare for both Airframe and Powerplant FAA ratings. Graduates will learn important skills for aviation mechanics and maintenance and employers will have access to a pipeline of trained workforce.

B.3. Identify the proposed time schedule for the project, including specific project milestones.

Upon award of the grant, the design and permitting phase will take 6 months. The bidding of subcontracts will begin 3 months from grant award, concurrent with the design phase. At 6 months after grant award, construction will begin and be completed over a 6 month period. Total project duration will be 13 Months. The Gant chart schedule is included in the PER.

B.4. Describe how the proposed project aligns with one or more of EDA's investment priorities. Current EDA investment priorities are available at **https://www.eda.gov/about/investment-priorities/**. Applicants must identify all relevant investment priorities with which the project aligns with and describe how the project advances each relevant priority (ies).

The project aligns with and will help to advance two of the EDA's investment priorities: Recovery & Resilience and Workforce Development. The project will provide economic resiliency to the region by diversifying the economy with an industry that provides high-skill and high-wage jobs. Diversifying the economy reduces the reliance on one single industry, such as tourism or agriculture, and spreads economic activities across different sectors to provide stability against a downturn. A hangar for the AMTS will also increase workforce development by increasing accessibility to training facilities, education, entrepreneurship, and job opportunities. As the workforce ages out of aviation maintenance and mechanics, upcoming workers will be trained to take over the positions to increase productivity, competitiveness, and economic growth.

C. Project Region

C.1. Project Location

Project location is the physical location where the project work occurs. Project location information helps EDA conduct application reviews and map projects. Providing complete and accurate information is important to the application review process. For revolving loan funds (RLF), the project location is the RLF lending area.

C.1.a. For construction projects, identify the physical location of construction. Include as much geographical information as possible including street address (or close approximation), census tract(s), county(ies), and state(s). If more than one census tract applies, please identify all census tracts where the project will be located.

Example 1 (single location project such as a Water Tower, workforce training center or incubator): 1234 Daisy St., Census Tract: 53123456789, County: Adams County, State: WA

Example 2 (multi location project that does not have a defined address, such as a water or sewer line or access road): Pump at Intersection of Hwy 70 and Route 24, 500 linear feet of sewer at Mockingbird Lane, Census Tract: 53123456789, 53123456790, 53123456791, State: WA

The hangar for the aviation maintenance technician school will be located on leased property at the Sarasota Bradenton International Airport (IATA Code SRQ). The hangar will be located on the west side of the airport property near 15th Street East, and north of existing Fixed Base Operations (FBO) airport facilities. The construction site has been previously improved by the airport authority with utilities and vehicle circulation/parking in place.

The airport is located in Section 36, Township 35S, Range 17E, in Manatee County, Florida, Census tract 12081000902. The proposed location for the Hangar structure is at 7950 15th Street East, geographic coordinates N27.398654 Lat, W-82.547316 Long.

C.1.b. For planning, technical assistance, revolving loan funds or other non-construction projects, identify the primary location(s) where the work will be conducted. Include as much geographical information as possible including census tract(s), county(ies), and state(s). If more than one census tract applies, please identify all census tracts where the project will be located. If all census tracts in a county apply, include "All Census Tracts" after the county name. For Revolving Loan Fund applications, please describe the proposed geographic lending area.

Example 1 (single location project such as feasibility study or economic impact study where the project location is the location where analysis is being performed): 1234 Daisy St., Census Tract: 53123456789, County: Adams County, State: WA

Example 2 (multi-location project such as a Partnership Planning grant, regional resilience project, or other regional project): County Robeson (All Census Tracts), Bladen (All Census Tracts), Columbus (all Census tracts), state NC

Example 3 (multi location project that is a statewide project): State of NC (All counties and Census Tracts)

C.2. Estimated Area of Impact

The estimated area of impact for your project is the area expected to benefit directly from the proposed EDA project. For construction projects, area of impact could include the commuting shed where potential employees may reside. For non-construction projects the area of impact could include the geographic scope where the work will occur and where the output of the work will be utilized. Defining the area of impact helps EDA to assess the economic benefits of projects and the merits of applications. Providing complete and accurate information is critical to the application review process.

List all census tracts, counties, and state where the project benefit will occur. If all census tracts in a county apply, include "All Census Tracts" after the county name.

Example 1 (single location project such as feasibility study or economic impact study where the project location is the location where analysis is being performed but the impact is two counties that serve as the commuting area and economic engine for the location of the project): 1234 Daisy St., Census Tract:, County: Benton and Grant County, State: WA

Example 2 (multi-location project such as a Partnership Planning grant, regional resilience project, or other regional project): project performed by entity located in Raleigh, NC for statewide project: State of NC (All counties and Census Tracts)

Example 3 (a multi-location project could cross state boundaries): State of WA (All counties and Census Tracts), Nez Perce County (Idaho), and Multnomah County (Oregon).

Manatee County, FL - All Census Tracts

Sarasota County, FL - All Census Tracts

DeSoto County, FL - All Census Tracts

Hardee County, FL - All Census Tracts

C.2.a. Underserved Populations/Geographies
Does the majority of proposed project's planned area of impact (as defined above) serve an underserved population or represent an underserved geography? For definitions of these terms in relation to the planned area of impact, please visit **https://eda.gov/about/investment-priorities/**. Please identify the specific populations/geographies below following the guidance provided at the website referenced above and describe how the project will intentionally attempt to improve the economic conditions of the underserved population or geography within the project's planned area of impact.

☒ No

☐ Yes

If yes, enter an explanation in the field below:

D. Economic Development Needs

D.1. Current Economic Conditions - Area of Impact. Briefly describe the economic conditions of the estimated area of impact with a focus on available data describing the level of distress, if applicable. This should also include a concise overview of the economic development needs, area's workforce, industry clusters, main economic drivers, challenges, and assets. Describe the economic adjustment problems or economic dislocations the area is experiencing (or is likely to experience in the next 24 months). Relevant data may be drawn from the regional CEDS, **https://eda.gov/resources/tools/**, as well as other sources. You'll be asked to provide more details about this in Section H. For revolving loan fund applications, please include information on borrowers and industry sectors that the loan fund is anticipated to target.

Manatee County's largest industries by revenue are tourism and agriculture. Tomatoes, strawberries, and peppers are Manatee's highest-grossing crops. Beall's Department Store is headquartered in Bradenton. Tropicana, the orange juice producer, is one of the top employers in the County. Commercial fishing is found throughout Manatee County, especially in the Village of Cortez. The agricultural and tourism industries are extremely susceptible to hurricanes, and this was proven after hurricane Ian when Manatee County lost 10,565 acres of citrus, 1,017 acres of field and row crops, 983 acres of fruit (non-citrus), 1,728 acres of greenhouse/ nursery, 21,165 acres of livestock and animal products, 27,201 acres of vegetables and melons for a total of 62,659 acres of lost crops in Manatee County.

D.2. Explain how the proposed EDA investment addresses the economic development needs identified in D.1. For revolving loan fund projects, please explain the need for capital in the area.

The hangar at the Aviation Maintenance Technician School will create resiliency by expanding Manatee County's economy beyond tourism and agriculture. Tourism and agriculture are very susceptible to hurricanes and other disasters. By diversifying the economy, countries can tap into new sources of growth and employment opportunities. Diversification can enhance a country's ability to adapt to changing global trends and technological advancements. It allows for the utilization of a diverse range of resources and talents, fostering a more resilient and adaptable economy.

D.3. Does the project align with the regional Comprehensive Economic Development Strategy (CEDS)? Except for grants to fund developing, updating or refining a CEDS as described in 13 C.F.R. § 303.7, the project must be consistent with the CEDS for the area in which the project will be located, unless EDA approves an alternative strategy. Information on the CEDS can be obtained at **http://www.statsamerica.org/ceds/Default.aspx**.

☒ Yes If Yes, what is the CEDS your project aligns with?

This project aligns with goal 11, 13, and 14.

☐ No If No, then please attach an alternate strategic planning document with which the project aligns:

Add Attachment | Delete Attachment | View Attachment

☐ N/A – Not Applicable

D.4. How does the proposed project align with the regional CEDS (and for revolving loan fund projects, how does the proposed project align with the applicable RLF Plan)? Applicants should identify the specific CEDS strategy(s) that the project helps advance and explain how the project supports the identified goal(s).

This project is meant to improve economic resiliency by facilitating growth in high-skill and high-wage job industries to prevent dependence on one single industry. By growing and expanding the industries in Manatee County, economic impacts from disruptions and failures from major storm events are mitigated. If one industry is highly impacted by the disaster, the entire economy is not impacted. Through this, the project will align with several CEDS goals. These include CEDS Goal 11 to support continuity and recovery plan implementation in the event of natural or man-made disasters, Goal 13 to enhance the resilience of the Tampa Bay economy in the face of natural disasters and changes to the national and state economies through increased awareness and preparation by businesses for environmental risks, and Goal 14 to encourage investment in Tampa Bay by the pursuant of relevant governmental funding opportunities.

D.5. Attach a letter from the organization responsible for the CEDS indicating how the proposed project aligns with the CEDS. If the estimated impact area is not covered by a CEDS, attach a letter of support from the organization responsible for the alternative planning document.

Add Attachment | Delete Attachment | View Attachment

E. Economic Impact of the Project

E.1. Provide a clear and compelling justification for the long-term potential economic impact of the proposed project, through anticipated job creation or retention, private investment leveraging, number of businesses or collaborations supported, or other appropriate measures. All job and private investment estimates should reflect the anticipated impact within nine years of the potential EDA investment and applicants should provide documentation or third-party data to substantiate claims.

For RLF applications, applicants should clearly define lending and technical assistance (if applicable) impacts expected, including targeted borrowers and industry sectors, and should describe the applicant's plan for ensuring sustainability of RLF lending into perpetuity, including information on other lending programs that may be leveraged to subsidize operational costs through economies of scale and loan pricing, and other relevant factors.

The Florida Bureau of Labor Statistics estimates nearly 1,500 annual openings for aircraft mechanics and service technicians statewide, and industry reports

say more aviation mechanics are retiring than are entering the field nationwide. In addition, the Bradenton Area EDC states that more than 50 employers in the aviation/aerospace industry operate in Manatee and Sarasota counties, and the aviation sector accounts for 16 percent of Manatee County's workforce. The demand for aircraft mechanics and service technicians is evident in Manatee County by the beneficiaries who have promised job openings and investments once the project is completed. Beneficiaries include Safran Electrical and Power which estimates bringing in 15 jobs and $1.5 million in investment funds and Aero Maintenance Services which estimates bringing in 25 jobs and $500,000 in investments.

E.2. Does the proposed project have one or more committed beneficiaries? A committed beneficiary is defined as a specific business that is expected to create or retain jobs and/or invest private funds as a result of the proposed project.

☒ Yes

☐ No, Go to E.5

E.3. Beneficiaries of the project

If applicants have identified specific private sector employers that are expected to create and/or save jobs as a result of the project, applicants should list those beneficiaries in the table provided below.

All job and private investment estimates should reflect the anticipated impact within nine years of the potential EDA investment. Jobs should be reported as full-time equivalents (FTEs) and should be attributable to the proposed EDA investment. Private investment reflects the amount of funds expected to be invested in the business as a result of the project.

Applicants should identify the North American Industry Classification System (NAICS) code for the major industry category of the beneficiary company (see https://www.census.gov/naics/ for a searchable list).

Form ED-900B must be completed and signed by an authorized representative of each beneficiary that expects to create and/or save 15 or more jobs as a result of the project.

Beneficiary Name	NAICS Code	Main product or service produced by beneficiary	Estimated Jobs Created	Estimated Jobs Retained	Estimated Private Investment
Safran Electrical & Power	336412	Aircraft engines	15	0	¤1,500,000.00
Aero Maintenance Services	488190	Aircraft maintenance	25	5	¤500,000.00
Total			40	5	¤2,000,000.00

E.4. Do all "Other Parties" (as listed in question E.3.), i.e., businesses that estimate they will create and/or save 15 or more jobs as a result of the EDA project, understand and agree to comply with all applicable civil rights requirements listed in 13 C.F.R. § 302.20, including the requirement to provide signed assurances of compliance (Form ED-900B)?

☐ Not Applicable (No Other Parties Identified) ☒ Yes ☐ No (explain below)

E.5. Please identify the total estimated jobs expected to be created and retained and the amount of private investment expected to be generated by this project. If your project is not expected to generate/retain jobs or attract private investment please enter 0 for each category in the table below.

Estimated Jobs Created	Estimated Jobs Retained	Estimated Private Investment
40	5	¤2,000,000.00

E.6. Please identify the source(s) of the jobs and private investment estimates provided above in E.5 (check as many as apply):

☒ Signed Beneficiary forms (Form ED-900B)

☐ Letters from Beneficiaries of the Project

☒ Input/Output Model (e.g. IMPLAN, REMI)

☐ Other Method (specify below)

E.7. If your project is estimated to generate/retain jobs, will those jobs exceed the prevailing wage for the industry (ies) in the project area? Prevailing wage is defined by the Department of Labor as "the average wage paid to similarly employed workers in a specific occupation in the area of intended employment." For more information, visit **https://eda.gov/about/investment-priorities/**.

☐ No

☒ Yes

If Yes, please provide an explanation below (e.g., how far above the prevailing wage?).

Industries in Manatee County are primarily Food preparation, serving, and adjacent industries, which typically have an average income of around $37,000 per year in 2020, according to the Census Bureau. However, aviation maintenance and other related industries pay upwards of $77,000 per year in 2020 in Manatee County. As Manatee County diversifies its economy, the new industries bring higher-paying jobs to the region.

E.8. If your project is estimated to generate/retain jobs, will the associated jobs be represented by a union?

☒ No, none of the jobs will be represented by a union

☐ Unknown. Please provide an explanation or additional information in the box below:

☐ Yes, all of the jobs will be represented by a union

☐ Yes, some of the jobs will be represented by a union

If only some of the jobs will be represented by a union, please provide the percentage of jobs that will be represented by a union in the box below:

F. Capacity and Administration

F.1. List and describe the strategic partners and organizations that will be engaged in this project

Describe any third-party organizations, including governmental agencies, that will be directly engaged in supporting the proposed project, and explain how each partner will be engaged in the project.

For revolving loan fund applications, please include any RLF supporting partners, such as banks, other economic development lenders, and business support entities that will be engaged in supporting the RLF.

Elected officials, Manatee School System, Manatee Technical College, Sarasota School System, Suncoast Technical College, economic development partners, Sarasota Bradenton Airport Authority, and airport and aviation industry leaders.

F.2. Applicant's organizational capability

Briefly describe your organization's capability to administer, implement, and maintain the project, including prior experience with federal awards. List any awards received from EDA in the last five years, along with the relevant federal award ID numbers, if known.

For Revolving Loan Fund applications, please include a list of other lending programs that your organization currently operates, its approximate size, source of capitalization, and the general target(s) of each fund, if any. Revolving loan fund applicants should also explain their capacity to operate a public lending program, to manage lending activities, and to create networks between the business community and other financial providers. RLF applicants should also describe any other lending programs managed by the applicant, and describe the applicant's ability to sustain the RLF lending into perpetuity (which could include other lending programs that subsidize operational costs through economies of scale and loan pricing – interest and fee income).

In FY 2023, the School District of Manatee County administered, implemented and maintained $115,506,385.26 in federal direct and flow through grants and entitlements. The District is responsible for maintaining budgetary controls and ensuring spending follows the annual appropriated budget approved by the District. All governmental fund types utilized by the District are included in the annual appropriated budget. The legal level of budgetary control is established at the fund-function-object level for all funds. Budgetary information is integrated into the accounting system. To facilitate budgetary control, budget balances are encumbered when purchase orders are issued. State law requires the financial statements of the District to be audited. The Association of School Business Officials, International (ASBO) awarded a

Certificate of Excellence in Financial Reporting to the District for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022. This is the 17th year the District received this prestigious award.

F.3. Applicant's staff capacity

Identify the key staff members who will be responsible for implementing the project and briefly describe how their expertise and experience qualifies them for the project. State whether you will administer the award yourself or contract with a third party for grant administration.

For revolving loan fund applications, applicants should clearly specify whether they intend to manage the fund themselves or will enter into a management agreement with another entity.

Doug Wagner returned to Manatee Technical College as the Director in July 2023. Prior to his appointment back at MTC, he served for five years as the Deputy Superintendent of Operations for the School District of Manatee County (50,000+ students) where he oversaw the operational responsibility of the entire school system. For over 20 years he also has served as the Executive Director and Director for both the Adult, Career and Technical Education Department and MTC. Before relocating to Manatee County in 2001 he served in career and technical administrative positions at the Florida Department of Education as the State Supervisor of Industrial Education and the State Supervisor of Engineering Technology. He started his education career as a vocational teacher in the public school system at the secondary school level in Clay County, Florida and also taught at the postsecondary level at the University of South Florida (USF). Prior to that he was a certified ASE and Michigan Master Automotive Technician. Mr. Wagner will lead the team to ensure all aspects of the EDA project are successfully implemented. With over 40 years of expertise and experience in technical project management, technical education and hands on technician training, Mr. Wagner is well qualified for the project. In addition, he was once an FAA licensed private pilot. The School District of Manatee County will administer the award as we have full team of construction managers and financial administrators.

G. Budget and Match Information

G.1. Are all non-EDA funds committed to the project, available as needed, and not conditioned or encumbered in any way that would preclude their use for the project?

☒ Yes ☐ No (explain below)

G.1.a. Identify the source, nature and amount of all non-EDA funds. Applicants should identify the source, nature and amount of all non-EDA funds, including in-kind contributions (non-cash contributions may include space, equipment, services, or assumptions of debt). Explain the status of all funding commitments, including the date the funds will be available from each source, and describe any conditions or restrictions on the use of such funds. If in-kind contributions are included, explain the basis on which they are valued, and describe the source, amount and any terms and conditions of the funding, and when the funding will be available for use by the applicant.

Source	Amount	Date Available	Type	Restriction/Comments
School District of Manatee County, FL	¤542,654.00	07/01/2023	Cash	SDMC will use funds from 2023 FL Specific Appropriation 22A to provide the match for this project

G.1.b. Do you plan to seek other federal financial assistance as part of or in connection with this project, including federal funds passed through by state governments or other entities? If so, identify the source, amount, timing of funding availability, and whether the funds are subject to any restrictions relevant to the project.

Revolving loan fund applicants should specify any other federal loan funds they administer, including source, amount, and focus.

☐ Yes (explain below) ☒ No

G.1.c. Attach documentation confirming all non-EDA funding is available, committed, and unencumbered. Documentation is required from all sources of match. For example, if bonds are contemplated as match, counsel opinion of the applicant's bonding authority and eligibility of the bonds for use as match, along with full disclosure of the type of bonds and the schedule of the applicant's intended bond issue, are required.

Add Attachment | Delete Attachment | View Attachment

G.1.d. This question should only be completed for construction projects.
Attach a budget narrative with a breakdown for each "cost classification" line item included on the SF-424C and its associated tasks. The budget narrative must include both EDA and non-EDA funds and be consistent with the detailed construction cost estimate in the preliminary engineering report.

Add Attachment | Delete Attachment | View Attachment

G.1.e. This question should only be completed for design and engineering assistance only projects.
Attach a budget narrative with a breakdown for each "cost classification" line item included on the SF-424C and its associated tasks. The budget narrative must include both EDA and non-EDA funds.

Add Attachment | Delete Attachment | View Attachment

G.1.f. The following questions should only be completed for non-construction projects.
Attach a budget narrative with a breakdown for each "cost classification" line item included on the Form SF-424A and its associated tasks. The budget narrative must include both EDA and non-EDA funds and be consistent with the detailed construction cost estimate in the preliminary engineering report.

Add Attachment | Delete Attachment | View Attachment

G.1.f.1. Is your organization seeking indirect costs on your non-construction project?

☐ Yes ☒ No

G.1.f.2. Is your organization requesting the de minimis indirect cost rate on your non-construction project in accordance with Uniform Guidance at § 200.414.

☐ Yes ☒ No

If indirect costs are requested as part of the budget, attach a copy of your organization's current federal negotiated indirect cost rate agreement or other indirect cost documentation as permitted under the applicable NOFO.

Add Attachment | Delete Attachment | View Attachment

G.2. Justification for sole source procurement

Will you contract work to complete part or all of this project?

☒ Yes ☐ No

If yes, will contracts be awarded by competitive bid?

☒ Yes ☐ No

Provide a justification for contracts that will not be awarded competitively.

G.3. Equipment

Will any funds be used to purchase equipment? (Per 2 CFR § 200.33 equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost greater than $5,000).

☐ Yes ☒ No

If yes, will project funding be used to install the equipment?

☐ Yes ☐ No

Will the applicant provide EDA a security interest in the significant items of tangible personal property acquired or improved with EDA investment assistance? (For more information, see 13 C.F.R. 314.9).

☐ Yes ☐ No (explain below)

Attach a list of equipment to be purchased, including unit price, quantity, description, purpose, and estimated useful life.

Add Attachment | Delete Attachment | View Attachment

G.4. Business Incubators and Accelerators

Does the applicant intend to construct or renovate a business incubator, accelerator, commercialization center, or similar project?

☐ Yes ☒ No

If Yes, please attach a feasibility study demonstrating the need for the Project and an operational plan based on the industry best practices demonstrating the plan for ongoing successful operations. See the applicable NOFO for additional information and guidance.

Add Attachment | Delete Attachment | View Attachment

H. Regional Eligibility

H.1. Explain how the estimated area of impact defined in section C.2 above meets EDA's distress criteria as defined in the applicable NOFO. EDA will review and evaluate documentation submitted by the applicant to verify eligibility.

FEMA Major Disaster Declaration declared on September 29, 2022 for Manatee County, Florida.

H.2. Economic Distress

Public Works and Economic Adjustment Assistance projects must satisfy regional eligibility requirements (see the relevant NOFO for more details). This section will assist EDA in determining if the proposed project satisfies these eligibility requirements.

Planning and Technical Assistance applications: although meeting specific distress criteria is not a prerequisite for funding under these programs, the economic distress level of the region impacted by a project serves as the basis for establishing the EDA share of the total cost of the project and can inform competitiveness.

Check all that apply in establishing regional eligibility (see NOFO for more details):

- ☐ **Unemployment rate**
- ☐ **Per capita income**
- ☒ **Special need**, including:
  - ☐ Closure or restructuring of industries or the loss of a major employer, essential to the regional economy;
  - ☐ Substantial out-migration or population loss;
  - ☐ Underemployment; that is, employment of workers at less than full-time or at less skilled tasks than their training or abilities permit;
  - ☐ Military base closure or realignment, defense contractor reductions-in-force, or U.S. Department of Energy defense-related funding reductions;
  - ☒ Natural or other major disasters or emergencies;
  - ☐ Extraordinary depletion of natural resources or other impact attributable to a new or revised federal regulation or policy that will have a significant impact on a community's ability to prevent an extraordinary depletion of natural resources;
  - ☐ Negative effects of changing trade patterns; or
  - ☐ Other circumstances set forth in the applicable NOFO (please explain below).

H.3. Source of data provided for regional eligibility determination

Check the box denoting what data source you used to establish eligibility:

- ☐ The most recent ACS data published by the U.S. Census Bureau.
- ☐ The most recent Bureau of Labor Statistics Data.
- ☐ The most recent other federal data for the region in which the project is located (e.g., U.S. Census Bureau or the Bureaus of Economic Analysis, Labor Statistics, Indian Affairs, etc.).
- ☐ If no federal data are available, the most recent data available through the state government for the region in which the project is located.
- ☒ Other data to substantiate regional eligibility based on a "Special Need" as defined in 13 C.F.R. § 300.3.

H.4. Substantial Direct Benefit

If the project does not meet any of the criteria above, is it located in an Economic Development District (EDD), and will it provide substantial direct benefit to residents of an area within that EDD that does meet the distress criteria?

☐ Yes ☐ No

Identify the Economic Development District (EDD) where the project will be located.

A project provides a "substantial direct benefit" if it provides significant employment opportunities for unemployed, underemployed or low-income residents of the identified area within the EDD that meet the distress criteria. Please explain how the proposed project will provide a substantial direct benefit to this distressed area within the identified EDD.

H.5. Location in a geographic area of distress

If the project is located in a region that overall does not meet any of the criteria above, is the project located in a defined geographic area that meets EDA's distress criteria for unemployment or per capita income? To qualify, a project must be physically located in a distressed area (for construction projects) or primarily intended to benefit the distressed area (for non-construction projects).

☐ Yes ☐ No

If yes, define the area of distress where the project will be located using Census tracts or other geographical designations (e.g., political subdivisions) and explain how the area meets the distress criteria for unemployment or per capita income. Identify the source of the data used to demonstrate distress.

I. Administrative Requirements

I.1. Civil rights

Do you understand and agree to comply with all applicable civil rights requirements (see 13 C.F.R. § 302.20)?

☒ Yes ☐ No (explain below)

I.2. Lobbying certifications

All applicants for federal financial assistance must certify that federal funds have not been used and will not be used for lobbying in connection with this request for federal financial assistance (Form CD-511). If non- federal funds have been or are planned to be used for lobbying in connection with this request for federal financial assistance, Form SF-LLL also must be completed. Applicants must comply with 13 C.F.R. § 302.10 regarding attorneys' and consultants' fees and the employment of expediters. This regulation requires that applicants identify and disclose the amount of fees paid to anyone engaged to assist the applicant in obtaining assistance under the Public Works and Economic Development Act of 1965 (PWEDA), as amended.

Will you be able to comply with federal requirements regarding lobbying?

☒ Yes ☐ No (explain below)

I.3. Compliance with Executive Order 12372, State Single Point of Contact (SPOC)

Does the state in which the project will be located have a project review process that requires submission to a Single Point of Contact (SPOC)? A list of states that maintain a Single Point of Contact can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.

☒ Yes

☐ No, go to question I.4

If Yes, does this request for EDA investment assistance require review by SPOC?

☒ Yes ☐ No (explain below)

If Yes, were SPOC comments/clearance received?

☒ Yes

Please attach the comments/clearance:

Add Attachment | Delete Attachment | View Attachment

☐ No. The review period has expired and no comments were received.

☐ No. Comments have been requested but the review period has not yet expired.

Please attach evidence of your request for comments:

Add Attachment | Delete Attachment | View Attachment

I.4. Single Audit Act Requirement

Did your organization expend more than $750,000 in federal funds during your previous fiscal year?

☒ Yes ☐ No

If yes, what is the date of the last submission of the audit Federal Audit Clearinghouse?

01/12/2023

If no, please attach your organization's most recent financial audit or financial statement.

Add Attachment | Delete Attachment | View Attachment

J. Requirements for Non-Governmental Applicants (Excluding Public Universities and Certain District Organizations)

Non-governmental applicants (excluding public universities and certain district organizations) must also provide a copy of the following items, either using the Attachments form that is part of the application package in www.Grants.gov.

J.1. Non-profit organizations must provide a current certificate of good standing or equivalent from the State in which they are incorporated.

Add Attachment | Delete Attachment | View Attachment

J.2. Non-profit organization applicants must provide their Articles of Incorporation and By-Laws. Non-profits with an active EDA grant must either provide a) a revised copy of their Articles of Incorporation or By-Laws if these have been amended or b) a statement certifying that there has been no change in the organization's Articles of Incorporation or By-Laws.

Add Attachment | Delete Attachment | View Attachment

J.3. Non-profit organizations must provide a resolution passed by a general purpose political subdivision of a State (e.g., local government entity) or a letter signed by an authorized representative of a local government acknowledging that the applicant is acting in cooperation with officials of the political subdivision. EDA may waive this requirement for certain projects of significant regional or national scope (see 13 CFR § 301.2(b)).

Add Attachment | Delete Attachment | View Attachment

J.4. If applying for a construction or RLF investment, an applicant must afford the appropriate general purpose governmental authority a minimum of 15 days to review and comment on the proposed project (13 CFR § 302.9(a)).

Will the applicant be able to provide these comments?

☐ Yes

☐ Not applicable, because the applicant is not applying for a construction or RLF grant

☐ Not applicable, because this requirement has been satisfied under an existing RLF plan

☐ No, for another reason (explain below)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Superintendent
APPLICANT ORGANIZATION	DATE SUBMITTED
School District of Manatee County, FL	

SF-424D (Rev. 7-97) Back

FORM **CD-511**
(REV 1-05)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

* NAME OF APPLICANT

School District of Manatee County, FL

* AWARD NUMBER

00002207

* PROJECT NAME

MTC AMTS Hangar at SRQ

Prefix: Dr.

* First Name: Jason

Middle Name:

* Last Name: Wysong

Suffix:

* Title: Superintendent

* SIGNATURE:

* DATE:

AGENDA ITEM NO. 12.3

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the 2023-2024 District Best Practices Assessment and School Security Risk Assessment Reports (No Financial Impact)

Executive Summary
The 2023-2024 District Best Practices Assessment is a standard document updated and submitted annually to the Florida Department of Education (DOE). In addition to the changes from last year's report, which was approved by the Board on October 25, 2022, and submitted to the DOE, there are several new recommendations. Once approved, this document will be submitted to the DOE to comply with Florida Statutes.

Also included is the School Security Risk Assessment Report for all schools in the District. The Department of Education mandates that each school in the State perform a yearly security assessment by school officials to identify threats, vulnerabilities, and appropriate safety controls for the schools we supervise. This year's assessment consists of over 400 questions, many of which have paragraphs of dialogue.

The Department of Education also requires each school district to ensure that public safety agencies designated as first responders to a school's campus conduct a tour of campuses once every three years and provide recommendations related to school safety. This year, the team consisted of a Principal at each school, Safety and Security, and First Responder teams. Twenty secondary schools were completed in the summer of 2022. Sixteen Elementary schools were completed in the summer of 2023. The remaining elementary schools will be completed in the summer of 2024. Submitted findings were added to each assessment.

This demonstrated the District's commitment to improving our performance concerning best practices in safety and security.

These reports are exempt from public view.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of the 2023-2024 District Best Practices Assessment and School Security Risk Assessment reports. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Safety & Security
Initiated By: Paul Damico

AGENDA ITEM NO. 12.4

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Use The Interlocal Purchasing System (TIPS) Contract #220101 on Safety Equipment, Supplies, and Services, SDMC No. 24-0082-KD, Estimated in the Amount of $250,000.00 Annually (Multiple Funding Sources)

Executive Summary
The Interlocal Purchasing System (TIPS) issued a solicitation for Safety Equipment, Supplies, and Services #220101. The District will utilize this contract to purchase safety equipment, supplies, and services to include security film and installation services for window security hardening. Only suppliers in compliance with the District's policies and procedures will be utilized for purchase of products and services awarded on this solicitation.

The requested contract is for the period of October 24, 2023 through March 31, 2025, with renewal through March 31, 2026 and extensions as executed by TIPS.

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Subsection 6A-1.012(6) F.A.C. In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified price from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to use The Interlocal Purchasing System (TIPS) contract #220101 on safety equipment, supplies, and services, SDMC No. 24-0082-KD, estimated in the amount of $250,000.00 annually. (Multiple Funding Sources)

Financial Impact
The funding source for this annually estimated expenditure is Capital, General, and other District funds as needed and is included in the approved budgets for 2023-2024.

Contact
Submitting Departments: Safety and Security
Initiated By: Paul Damico

Attachments:
220101 Safety Equipment SCORE SHEET Public
240082 NGS Participating Agreement with Exhibits

TIPS SCORE SHEET

Contract #: 220101 **Award Date:** March 24, 2022

Category: Safety Equipment Supplies and Services **Minimum Required:** 70

#	Responding Vendor				Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
					22	3	21.5	10	21.5	10	2	10	100	
1	11 Series Energy, Inc.				11	3	21.5	10	21.5	5	2	10	84	Award
2	3 C TECHNOLOGY LLC				3	3	21.5	10	21.5	10	2	10	81	Award
3	Acrylic Source+				6	3	21.5	10	21.5	10	2	10	84	Award
4	Acumen Enterprises, Inc.				6	3	21.5	10	21.5	10	2	10	84	Award
5	Advanced Connections Inc				7	3	21.5	10	21.5	10	2	10	85	Award
6	Anchorage Unlimited (Anchorage Medical Equipment & Supplies, LLC)				9	3	21.5	10	21.5	10	2	8	85	Award
7	Audio Enhancement Inc.				19	3	21.5	10	21.5	10	2	10	97	Award
8	B&E MEDICAL SUPPLY AND EQUIPMENT, LLC (B&E MEDICAL SUPPLY AND EQUIPMENT)				13	3	21.5	10	21.5	10	2	10	91	Award
9	Bolo Stick LLC				15	3	21.5	10	21.5	10	2	10	93	Award
10	Centegix LLC (34ED)				8	3	21.5	10	21.5	5	2	8	79	Award
11	Chalks Truck Parts				22	3	21.5	10	21.5	5	2	10	95	Award
12	Competitive Choice				16	3	21.5	10	21.5	10	2	10	94	Award
13	Complete Supply Inc				21	3	21.5	10	21.5	10	2	10	99	Award
14	Continental Wireless Inc				11	3	21.5	10	21.5	10	2	10	89	Award
15	Dana Safety Supply				7	3	21.5	10	21.5	10	2	10	85	Award
16	Davis-Houk Mechanical				3	3	21.5	0	21.5	5	2	10	66	Withdrawn
17	Diamond Business Services, Inc				15	3	21.5	10	21.5	10	2	10	93	Award
18	Digital Ally, Inc.				8	3	21.5	10	21.5	10	2	10	86	Award
19	Discount Two-Way Radio Corporation				22	3	21.5	10	21.5	10	2	10	100	Award
20	Endex of Oklahoma, Inc (McCown)				15	3	21.5	10	21.5	10	2	10	93	Award

TIPS SCORE SHEET

Contract #: 220101 **Award Date:** March 24, 2022

Category: Safety Equipment Supplies and Services **Minimum Required:** 70

#	Responding Vendor				Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
					22	3	21.5	10	21.5	10	2	10	100	
21	Epic Solar Control				16	3	21.5	10	21.5	10	2	8	92	Award
22	Flinn Scientific Inc				15	3	21.5	10	21.5	10	2	10	93	Award
23	FTW Safety and Industrial Supplies, LLC				7	3	21.5	10	21.5	5	2	10	80	Award
24	GameDay Floors (FloorCare Specialists, Inc.)				17	3	21.5	10	21.5	5	2	10	90	Award
25	Gene IQ, LLC				16	3	21.5	10	21.5	5	2	5	84	Award
26	GLOBAL INDUSTRIAL				16	3	21.5	10	21.5	10	2	10	94	Pending
27	Guru's Gear (GuruAvtar Sunnivagora)				17	3	21.5	10	21.5	5	2	1	81	Award
28	Hall Pass (CompuData Solutions, LLC)				4	3	21.5	10	21.5	5	2	10	77	Award
29	HeartSafe America, Inc.				17	3	21.5	10	21.5	10	2	10	95	Award
30	Homeland Safety Systems Inc				5	3	21.5	10	21.5	10	2	10	83	Award
31	HP Envirovision (HP Ecological Services, LLC)				4	3	21.5	10	21.5	5	2	10	77	Award
32	Hunter's Refuge (Hunter's Refuge Inc)				5	3	21.5	10	21.5	5	2	10	78	Award
33	Jett Business Systems, Inc.				13	3	21.5	10	21.5	10	2	10	91	Award
34	Motive Lighting (Motive Wireless)				7	3	21.5	10	21.5	5	2	5	75	Award
35	NGS Films and Graphics				21	3	21.5	10	21.5	10	2	10	99	Award
36	Northern Imports				22	3	21.5	10	21.5	10	2	10	100	Award
37	PCnet				3	3	21.5	10	21.5	5	2	10	76	Award
38	Pemica Inc				15	3	21.5	10	21.5	10	2	10	93	Award
39	PortionPac Chemical Corporation				3	3	21.5	10	21.5	10	2	10	81	Award

TIPS SCORE SHEET

Contract #: 220101 **Award Date:** March 24, 2022

Category: Safety Equipment Supplies and Services **Minimum Required:** 70

#	Responding Vendor				Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
					22	3	21.5	10	21.5	10	2	10	100	
40	PRO VISION Video Systems (PRO VISION Inc)				5	3	21.5	10	21.5	10	2	10	83	Award
41	R- Zero Systems Inc.				18	3	21.5	10	21.5	5	2	1	82	Award
42	Safe Haven Defense Midwest (Safe Haven Defense)				13	3	21.5	10	21.5	5	2	8	84	Award
43	Safe Solutions USA, Inc				11	3	21.5	10	21.5	10	2	1	80	Award
44	SchoolSAFEid, LLC				4	3	21.5	10	21.5	5	2	8	75	Award
45	STRACK TACTICAL (STRACK, INC.)				11	3	21.5	10	21.5	10	2	10	89	Award
46	Tomahawk Strategic Solutions				8	3	21.5	10	21.5	5	2	10	81	Award
47	Unipak Corp.				12	3	21.5	10	21.5	10	2	10	90	Award
48	UVC Sanitizing Solutions LLC				11	3	21.5	10	21.5	5	2	5	79	Award
49	Valor Fire & Security (Valor Fire Protection, LLC)				4	3	21.5	10	21.5	10	2	10	82	Award
50	Wedge Supply, LLC				22	3	21.5	10	21.5	10	2	10	100	Award
51	Williams Mechanical Services				8	3	21.5	10	21.5	10	2	10	86	Award
52	Window Film Depot, Inc.				22	3	21.5	10	21.5	5	2	10	95	Award
53	ZED SECURITY, L.L.C.				16	3	21.5	10	21.5	10	2	10	94	Award
54	ZeroEyes				22	3	21.5	10	21.5	5	2	8	93	Award

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 24-0082-KD

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and National Glazing Solutions dba NGS Films and Graphics (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **The Interlocal Purchasing System (TIPS)** competitively procured and awarded **Safety Equipment, Supplies, and Services #220101** and is hereto as Exhibit A, ("Solicitation"). A contract was executed March 24, 2022 between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

The purpose of the Participating Agreement is to procure safety equipment, supplies, and services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on October 24, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by The Interlocal Purchasing System (TIPS).

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, TIPS Score Sheet 220101.

5. TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

5.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

5.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

5.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

5.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

5.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

5.8 **INDEMNIFICATION**:
Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without District participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

5.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

5.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the Contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

5.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

5.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

5.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

5.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

5.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by
5.16 Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

5.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

5.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

5.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

5.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5.23

ENTIRE AGREEMENT: This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

5.24

AMENDMENTS: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

5.25

BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

5.26

AUTHORITY TO EXECUTE: The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

5.27

FEDERAL DEBARMENT & SUSPENSION CERTIFICATION: Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.28

LEGAL FEES AND COSTS: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

5.29

TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

5.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.
Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

5.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal

remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

5.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

5.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all actual or suspected cases of child abuse, abandonment, or neglect to the statewide toll-free telephone number of the central abuse hotline.

5.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	NGS Films and Graphics, 140 Mountain Brook Drive, Canton GA 30115
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

5.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

5.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.37 **OTHER PROVISIONS:**

5.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by the District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a sub-contractor fails to terminate said employee or independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Subsection 790.001 Florida Statutes

5.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if the Contractor does not comply with this provision.

5.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by the Contractor. If a sub-contractor fails to terminate said employee or independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT:**

6.1 Exhibit D-If Contractor will be doing work at any District Site, Exhibit D must be completed.
6.2 Exhibit E-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.

TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

February 18, 2022 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

RFP 220101 Safety Equipment, Supplies and Services

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: "Solicitation", "Bid", "Request for Proposal", "RFP", "Request for Competitive Sealed Proposal", "RCSP", or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLITICATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITITES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is 2%.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 in this example.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 in this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024* in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

VALUE OF THE CONTRACT

The estimated value for the life of the of the contract for all awarded vendors combined is $359,433.12. This estimate is not a guarantee of the minimum or maximum value of the contract because TIPS cannot accurately predict the future needs of our member entities, their budget allocations, or the ongoing needs as they relate to this solicitation.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: "220101 Safety Equipment, Supplies and Services – Proposing Vendor Question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL February 4, 2022 AT NOON Local Time.
Pre-Bid Meeting (Not Mandatory)
A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, January 20, 2022.
If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	**JANUARY 6, 2022**	8:00 A.M. Local Time
Proposal Deadline	**FEBRUARY 18, 2022**	3:00 P.M. Local Time
Proposal Opening	**FEBRUARY 18, 2022**	3:00 P.M. Local Time
Proposal Review Begins	**FEBRUARY 18, 2022**	3:01 P.M. Local Time
Proposals Award	**MARCH 24, 2022**	8:30 A.M. Local Time
Award Notifications	**MARCH 24, 2022**	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

Pricing Models

Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.
The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the

agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"
"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing vendor may be applied.

Adding New or Replacement Goods Items During the Life of the Agreement

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See Pricing sheets 1.

Pay Careful Attention to This When Completing the Pricing spreadsheets.

Adding New or Replacement Services During the Life of the Agreement
Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See Pricing sheets 2.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation:

Markup on cost

Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.
It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:
When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate

discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.
Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost:

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, them be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

This solicitation is seeking providers for:

Safety Equipment, Supplies and Services

Specifications and Pricing

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply safety equipment, supplies, and related services to public agencies and certain non-profit organizations in the United States.

This category includes but is not limited to: personal safety equipment devices, facility safety equipment devices, safety training, other safety inspection services, PPE, equipment safety devices, non-construction installation, inspection, and maintenance of all safety devices or equipment. Other services rationally related to safety needs of governmental entities. This can include training of entity staff in safety protocols and procedures. This solicitation does not include the staffing of safety officers or safety patrolling services.

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.

Proposals should include all listings of safety equipment, supplies, and related services, description of services, and any other related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED safety equipment, supplies, and related services. Hourly or other unit pricing for services providing installation, repair, or maintenance to may be submitted. Accessories to support safety equipment, supplies, and related services should be submitted.

Offerors may provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. An Electronic Catalog, links to same, and/or availability to access the list prices should accompany the proposal if a discount off catalog is proposed. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. TIPS may award to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete various aspects of this contract. In addition, TIPS also requests any relevant value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Proposers may submit all items and goods related to supplying safety equipment, supplies, and related services that they offer. Proposer should submit all applicable services for all types of safety equipment and supplies.

Value Added Pricing

Value added services should be explained in detail. If proposer can offer greater quantities at lower pricing, these "value added" prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of safety equipment, supplies, and related services that can be provided by the Vendor. Servicing of safety equipment and supplies or any related service to support safety equipment and supplies may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Additional Services:

Proposer should list in the Pricing Sheet 2 excel spreadsheet all related services, installation, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Vendor may furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and may perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

NOTHING HEREIN IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

Pricing Sheets 1 and 2 must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but TIPS encourages vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.
Proposer shall propose a minimum discount off catalog in the eBid system attribute for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. If proposer offers a maximum increase percentage in their proposal, that maximum percentage shall control over the CPI. Proposer **may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to**.

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award. However, offering a markup method percentage may allow you to sell items or services that do not have a catalog or list price.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)
DO NOT PROPOSE "PRICE TO BE DETERMINED" or "ON REQUEST". This method is not lawful to award by TIPS.
You must have unit pricing that can be applied to the needs of the customer.
Pricing Sheet 1 excel sheet
There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.
Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet
List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the

awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.
ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. **DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.**

Example: Proposed catalog, web or store price for an item is $10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as $9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Service Incidental to the Sale of Goods
Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms or their equivalents.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)
DO NOT PROPOSE "PRICE TO BE DETERMINED" or "ON REQUEST". This method is not lawful to award by TIPS.
You must have unit pricing that can be applied to the needs of the customer.
Pricing Sheet 1 excel sheet
There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is

an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.
Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet
List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.
ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. **DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.**

Example: Proposed catalog, web or store price for an item is $10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as $9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Goods Incidental to the Sale of Services
Many times, the sale of services may be accompanied by the sale of incidental, directly related goods (ex. Literature, app, or online portal to support consulting services). Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms or their equivalents.

PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods or services. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services**; (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services**; (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services**; (10) point weight. Points will be assigned to this criterion based on the Vendor's response to the Attribute entitled "MINIMUM Discount Term." A "YES" answer agreeing to at least offer the Minimum Discount Percentage off list or catalog proposed by Vendor will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.
5. **Extent to which the Goods or Services meet the Needs**: (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS

points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.

6. **Vendor's Past Relationship**: (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points.
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses**: (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute entitled "Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms" and the attribute that immediately follows, if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience**: 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: 0 point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    A. has its principal place of business in this state; or
    B. employs at least 500 persons in this state.

Federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

About TIPS

It is the purpose of this solicitation to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an "as needed" basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as

they execute TIPS membership Agreements in the future. Member List: http://www.tips-usa.com/assets/documents/docs/membership.pdf

- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with "high performance" vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSPO@TIPS-

USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION Wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the solicitation documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods are services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and it members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References
The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" REFERENCES section.

Resellers/Dealers
Vendors with Resellers/Dealers must enter/authorize all Authorized Resellers in the Vendor Portal upon award.

Vendor Certifications
Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the "Response Attachments" D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities' policies.

Vendor Agreement
Vendor Agreement must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the "Attachments" section, completed, signed, scanned and uploaded to the "Response Attachments" AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)
Warranty documentation should be scanned and uploaded to the "Response Attachments" WARRANTY section.

Protest Procedure
If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:
http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Supplementary Catalogs and Information if Applicable
Supplementary Catalogs and Information documentation should be scanned and uploaded to the "Response Attachments" SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer's complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible

for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.

5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities**: Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement -** The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands –** If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A "catalog" is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver**: BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR

THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

12. **RESERVATION OF RIGHTS -** TIPS expressly reserves the right to:
    a) Reject or cancel any or all proposals;
    b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
    c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
    d) Reissue a SOLICITATION;
    e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
    f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
    g) **This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**

Exhibit B

TIPS VENDOR AGREEMENT

Between National Glazing Solutions LLC dba NGS Films and Graphics **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220101 Safety Equipment, Supplies and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 in this example.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 in this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024* in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220101 Safety Equipment, Supplies and Services

Company Name National Glazing Solutions LLC dba NGS Films and Graphics

Address 140 Mountain Brook Drive

City Canton State GA Zip 30115

Phone 866-925-2083 x 801 Fax 866-966-4256

Email of Authorized Representative james@filmsandgraphics.com

Name of Authorized Representative James Beale

Title Managing Partner

Signature of Authorized Representative

Date 1-19-22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 3/24/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

220101
NGS Films and Graphics
Supplier Response

Event Information

Number: 220101
Title: Safety Equipment, Supplies and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: **IF YOU CURRENTLY HOLD TIPS CONTRACT 190101 SAFETY EQUIPMENT, SUPPLIES AND SERVICES ("190101"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR SAFETY OFFERINGS . THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 190101.**

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 190101 WHICH COVERS ALL OF YOUR SAFETY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

NGS Films and Graphics Information

Contact: James Beale
Address: 981 Joseph E Lowery Blvd NW
suite 106
Atlanta, GA 30318
Phone: (866) 925-2083 x801
Email: james@filmsandgraphics.com
Web Address: www.FilmsandGraphics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

James Beale
Signature

james@filmsandgraphics.com
Email

Submitted at 2/7/2022 3:27:20 PM

Requested Attachments

Agreement Signature Form

220101 Agreement Signature Form_jb.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220101 Pricing Form 2_NGS.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220101 Reference_Form_NGS.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services

NGS Products-services-TIPS_2022.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty NGS-3M-madico-warranty_2022.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement 220101 Vendor Agreement_jb.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 220101 Pricing Form 1_NGS.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary NGS Press Deck 2021.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks NGSX_PrimaryLogo.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form CONFIDENTIALITY_CLAIM_FORM_NGS_JBpdf.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form NGS 2022 W9 - Oct 2018 Edition - 140 Mtn Brook.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO

2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) NGS is the nationwide leader in the sale and installation of energy, security, and branding retrofits nationwide. Specifically for this contract: 3M security films, dual-function solar-security films, privacy films, one-way mirror films, covid preparedness graphics, sneeze guards, Riot Glass access denial system, and ballistic glazing retrofits.
6	**Primary Contact Name** Primary Contact Name James Beale
7	**Primary Contact Title** Primary Contact Title Managing Partner
8	**Primary Contact Email** Primary Contact Email james@filmsandgraphics.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8669252083
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8669664256
11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 4049932704

12 **Secondary Contact Name**

Secondary Contact Name

Mike Brooks

13 **Secondary Contact Title**

Secondary Contact Title

sales manager

14 **Secondary Contact Email**

Secondary Contact Email

mike.brooks@filmsandgraphics.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8669252083

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8669664256

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

4709850182

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

alexa McLelland

19 **Admin Fee Contact Email**

Admin Fee Contact Email

alexa@filmsandgraphics.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8669252083

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Mike Brooks

22 **Purchase Order Contact Email**

Purchase Order Contact Email

mike.brooks@filmsandgraphics.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

4709850182

24 **Company Website**

Company Website (Format - www.company.com)

www.filmsandgraphics.com

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

NGS Films and Graphics

26 **Primary Address**

Primary Address

140 Mountain Brook Drive

27 **Primary Address City**

Primary Address City

Canton

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Georgia

29 **Primary Address Zip**

Primary Address Zip

30115

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

security film, construction, 3M
riot glass, construction, Riot Glass
covid graphics, construction, NGS

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Canton

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

Georgia

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

15%

36

MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37

Yes - No

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38

TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39

Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

40

TIPS Administration Fee Paid by Vendor - Not Charged to Customer

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and ***shall never*** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

41

Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

42

Years in Business as Proposing Company

Years in business as proposing company?

12.5

43 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

Yes

44 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

45 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

46 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

47 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

48	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes

49	**Regulatory Standing** Regulatory Standing explanation of no answer on previous question. *No response*

50	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

51 **Suspension or Debarment Instructions**

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

52 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

53

Non-Discrimination Statement and Certification

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

54

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

55

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

56

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

57

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

58

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

59

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

60

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

61

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

62

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

63

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

64

2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

65

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce 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. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) 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.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

66

Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

67	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
68	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.
69	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES

70	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES
71	**Indemnification** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? ☑ Yes, I Agree (Yes)

72 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

73 **Remedies Explanation of No Answer**

No response

74 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

75 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

76 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

77 Infringement(s) Explanation of No Answer

No response

78 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

79 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

80	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

81

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

82 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

83 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

84 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

86 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

87 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

88 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

89 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

96	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
97	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
98	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
99	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
100	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* Tex. Gov't Code § 809.001(1).

101	**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.
102	**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:** Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.
103	**Acknowledgement** By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

TIPS RFP 220101 Safety Equipment, Supplies and Services

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities w
the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
Orange County Public schools FL	Doraydee Rios	Doraydee.RiosCastellon@ocps.net	407-317-3700 ext 2025114
Mansfield ISD TX	Paul Cash	PaulCash@misdmail.org	817-299-4367
Forsyth County Schools GA	Todd Shirley	tshirley@forsyth.k12.ga.us	770-888-3466 x1

TIPS RFP # 220101

Required Confidential Information Status Form

National Glazing Solutions LLC dba NGS Films and Graphics

Name of company

James Beale Managing Partner

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

140 mountain brook drive	Canton	GA	30115	866-925-2083 x 801
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission**. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature_____Date 2-7-2022

GSA Contract Holder
Contract GS-07F-152CA

films+graphics

One (1) Year General Guarantee

Issued To: Client

RE: location of installation

Period Of Warranty: Effective _____ through _____

(866) 925-2083

filmsandgraphics.com

981 Joseph E Lowery Blvd NW
Suite 106
Atlanta, GA 30318

National Glazing Solutions LLC dba NGS Films and Graphics hereby warrants all labor and materials furnished and work performed for the window film scope are in accordance with the contract, plans and specifications as well as authorized changes and additions. Should any defect develop during the contract general guarantee period, as hereinafter defined, due to improper material or workmanship on the part of the undersigned, the undersigned will repair and replace any and all defects. This warranty does not extend to defects or damages caused by forces or actions beyond the undersigned's control such as, but not limited too; abuse, normal wear and tear, normal usage, failure to properly maintain the work, failure to properly operate, acts of civil disorder, acts of war or acts of god.

The general guarantee shall be for a period of ONE YEAR from the date on which the work was completed and accepted by the owner, unless a different period of time is elsewhere specified.

Dated this Day of , 2022

Undersigned name: Patrick Coyle

Undersigned title: Vice President

By:____*Patrick Coyle*__

Patrick Coyle

National Glazing Solutions

PH: 866.925.2083

DR: 404.822.6272

FX: 866.966.4256

patrick@nationalglazingsolutions.com

www.nationalglazingsolutions.com

WE'VE GOT YOU COVERED

Authorized Dealer
Window Film Products

Email: info@filmsandgraphics.com

3M Window Film Warranties

Film Series	***Film Type***	***Warranty Period (Residential)***	***Warranty Period (Commercial)***
Sun Control Films			
Thinsulate	CC-75	Limited Lifetime	15 Years
Prestige	PR 20	Limited Lifetime	15 Years
	PR 40	Limited Lifetime	15 Years
	PR 50	Limited Lifetime	15 Years
	PR 60	Limited Lifetime	15 Years
	PR 70	Limited Lifetime	15 Years
	PR Exterior 40	10 Years (7 Years Sloped)	10 Years (7 Years Sloped)
	PR Exterior 70	10 Years (7 Years Sloped)	10 Years (7 Years Sloped)
	PR Exterior 90	10 Years (7 Years Sloped)	10 Years (7 Years Sloped)
Ceramic	CM 30	Limited Lifetime	15 Years
	CM 40	Limited Lifetime	15 Years
	CM 50	Limited Lifetime	15 Years
Night Vision	NV 15	Limited Lifetime	12 Years
	NV 25	Limited Lifetime	12 Years
	NV 35	Limited Lifetime	12 Years
Traditional	Affinity 15	Limited Lifetime	10 Years
	Affinity 30	Limited Lifetime	10 Years
	Neutral 20	Limited Lifetime	10 Years
	Neutral 35	Limited Lifetime	10 Years
	Exterior Neutral 35	2 Years (1 Year Sloped)	2 Years (1 Year Sloped)
	Neutral 50	Limited Lifetime	10 Years
	Neutral 70	Limited Lifetime	10 Years
	Silver P18	Limited Lifetime	10 Years
	Silver 35	Limited Lifetime	10 Years
	Exterior Silver 15	2 Years (1 Year Sloped)	2 Years (1 Year Sloped)
	Nickel 50	Limited Lifetime	10 Years
	Amber 35	Limited Lifetime	10 Years
	35 Low E	Limited Lifetime	10 Years
	LE20	Limited Lifetime	12 Years
Daylight Redirecting	DRF	Limited Lifetime	10 Years
Color Stable	CS5	10 Years	5 Years
	CS20	10 Years	5 Years
	CS35	10 Years	5 Years
	CS50	10 Years	5 Years
Safety & Security			
Ultra Prestige	Ultra PR S50	Limited Lifetime	15 Years
	ULtra PR S70	Limited Lifetime	15 Years
Ultra Series	Ultra S600	Limited Lifetime	12 Years
	Ultra S800	Limited Lifetime	12 Years
	Ultra NV S25	Limited Lifetime	12 Years
	Ultra Neutral S35	Limited Lifetime	10 Years
	Ultra Neutral S50	Limited Lifetime	10 Years
Safety	S40	Limited Lifetime	10 Years
	S70	Limited Lifetime	10 Years
	S80	Limited Lifetime	10 Years
	S140	Limited Lifetime	10 Years
	S40 Exterior	7 Years (5 Years Sloped)	7 Years (5 Years Sloped)
Anti-Graffiti	AG-4	1 Year	1 Year
	AG-6	1 Year	1 Year
Impact Prot. Profile	WP250 White	Limited Lifetime	As Long as the Film Warranty
	BP700 Black	Limited Lifetime	As Long as the Film Warranty
	BP950 Black	Limited Lifetime	As Long as the Film Warranty
Privacy Series	White Matte	Limited Lifetime	1 Year
	Mirror	Limited Lifetime	5 Years

3M Warranty Sample
Safety & Security Window Film

Commercial Limited 10 Year Quality Promise

3M and the 3M Authorized Building Safety Solutions Department dealer (collectively referred to as "Seller") warrant that for as long as the original consumer of the 3M Safety & Security Window Films will:

- Maintain **Solar Reflective Properties** without cracking, crazing, or peeling
- Maintain **Adhesion Properties** without blistering, bubbling, or delaminating from the glass
- Maintain **Appearance** without discoloration
- Maintain **Strength, Tear, and Penetration Resistant Properties**

If the window film was installed using the Ultraflex System, the following additional warranties apply:

Silicone structural adhesive will maintain its integrity, and will not change color for a period of ten (10) years from date of installation. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, or changes in appearance of the adhesive appearance due to dirt or other contaminate.

In the event the product is found to be defective under this warranty, Seller will:

- Replace the **Quantity of Film** proved to be defective
- Provide **Removal and Reapplication Labor Free of Charge**

This warranty is provided only to the original purchaser and is not transferable.

Seller also warrants against **glass failure** due to thermal shock fracture or seal failure, (maximum value of $500 per window) caused only as a direct result of the application of 3M Safety & Security Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below) from the start of the installation.

- Sixty (60) months coverage against thermal shock fracture

There is a consumer deductible of $25.00 (or 5% of the replacement cost, whichever is greater) per claim.

Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

To obtain warranty service for either defective film or glass failure, please contact your 3M Authorized Security Window Film Dealer / Applicator at:

This warranty is void if the product has been subjected to abuse or improper care. Seller should not be liable in either tort or contract for any loss or damage, direct, indirect, special, consequential, or incidental, arising out of the use or inability to use this product. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty covers continental U.S. and Canadian installations only.

Important Notice: Window Care

3M Safety & Security Window Films may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries; however, it may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.

3M Warranty Sample
Safety & Security Window Film

Commercial Limited 12 Year Quality Promise

3M and the 3M Authorized Building Safety Solutions Department dealer (collectively referred to as "Seller") warrant that for as long as the original consumer of the 3M Safety & Security Window Films will:

- Maintain **Solar Reflective Properties** without cracking, crazing, or peeling
- Maintain **Adhesion Properties** without blistering, bubbling, or delaminating from the glass
- Maintain **Appearance** without discoloration
- Maintain **Strength, Tear, and Penetration Resistant Properties**

If the window film was installed using the Ultraflex System, the following additional warranties apply:

Silicone structural adhesive will maintain its integrity, and will not change color for a period of ten (10) years from date of installation. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, or changes in appearance of the adhesive appearance due to dirt or other contaminate.

In the event the product is found to be defective under this warranty, Seller will:

- Replace the **Quantity of Film** proved to be defective
- Provide **Removal and Reapplication Labor Free of Charge**

This warranty is provided only to the original purchaser and is not transferable.

Seller also warrants against **glass failure** due to thermal shock fracture or seal failure, (maximum value of $500 per window) caused only as a direct result of the application of 3M Safety & Security Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below) from the start of the installation.

- Sixty (60) months coverage against thermal shock fracture

There is a consumer deductible of $25.00 (or 5% of the replacement cost, whichever is greater) per claim.

Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

To obtain warranty service for either defective film or glass failure, please contact your 3M Authorized Security Window Film Dealer / Applicator at:

This warranty is void if the product has been subjected to abuse or improper care. Seller should not be liable in either tort or contract for any loss or damage, direct, indirect, special, consequential, or incidental, arising out of the use or inability to use this product. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty covers continental U.S. and Canadian installations only.

Important Notice: Window Care

3M Safety & Security Window Films may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries; however, it may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.

3M Warranty Sample
Safety & Security Window Film

Commercial Limited 15 Year Quality Promise

3M and the 3M Authorized Building Safety Solutions Department dealer (collectively referred to as "Seller") warrant that for as long as the original consumer of the 3M Safety & Security Window Films will:

- Maintain **Solar Reflective Properties** without cracking, crazing, or peeling
- Maintain **Adhesion Properties** without blistering, bubbling, or delaminating from the glass
- Maintain **Appearance** without discoloration
- Maintain **Strength, Tear, and Penetration Resistant Properties**

If the window film was installed using the Ultraflex System, the following additional warranties apply:

Silicone structural adhesive will maintain its integrity, and will not change color for a period of ten (10) years from date of installation. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, or changes in appearance of the adhesive appearance due to dirt or other contaminate.

In the event the product is found to be defective under this warranty, Seller will:

- Replace the **Quantity of Film** proved to be defective
- Provide **Removal and Reapplication Labor Free of Charge**

This warranty is provided only to the original purchaser and is not transferable.

Seller also warrants against **glass failure** due to thermal shock fracture or seal failure, (maximum value of $500 per window) caused only as a direct result of the application of 3M Safety & Security Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below) from the start of the installation.

- Sixty (60) months coverage against thermal shock fracture

There is a consumer deductible of $25.00 (or 5% of the replacement cost, whichever is greater) per claim.

Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

To obtain warranty service for either defective film or glass failure, please contact your 3M Authorized Security Window Film Dealer / Applicator at:

This warranty is void if the product has been subjected to abuse or improper care. Seller should not be liable in either tort or contract for any loss or damage, direct, indirect, special, consequential, or incidental, arising out of the use or inability to use this product. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty covers continental U.S. and Canadian installations only.

Important Notice: Window Care

3M Safety & Security Window Films may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries; however, it may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.

3M

Window Films

Impact Protection Adhesive

3M™ Impact Protection Adhesive improves the overall performance of 3M™ Safety & Security Window Films. This unique window protection system combines the toughness of 3M's patented micro-layer safety film with 3M's world-class expertise in adhesives to help shield against impact energy from severe weather*, earthquakes, bomb blasts or forced entry events. The 3M Impact Protection System also helps protect against personal injury from flying glass.

3M Impact Protection Adhesive Benefits:

- Greater tear strength, elongation and tensile strength than Dow Corning® 995 Silicone Structural Sealant
- Reduced cure time provides more immediate protection
- Reduced odor in your home or office compared to other sealant options

Protecting People and Property with 3M™ Impact Protection System

Property	Test Method Used	Units	Dow 995**	3M IPA
Curing Time (25°C (77°F), 50% RH)		days	7–14	3-7
Full Adhesion		days	14–21	7-14
Tack-Free Time (25°C (77°F), 50% RH)	ASTM D5895	minutes	65	21
Flow, Sag or Slump		inches	0.1	0
Working Time (25°C (77°F), 50% RH)		minutes	10–20	10–20
Specific Gravity		n/a	1.339	1.403
VOC content		g/L	30	16
As Cured — After 21 Days at 25°C (77°F), 50% RH				
Ultimate Tensile Strength	ASTM D0412	psi (Mpa)	350 (2.41)	380 (2.62)
Ultimate Elongation	ASTM D0412	%	525	640
Durometer Hardness, Shore A	ASTM D2240	points	40	38–39
Tear Strength, Die B	ASTM D0624	ppi	49	72

*__IMPORTANT NOTICE:__ This product is not approved in the State of Florida for use as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm. In compliance with Florida Statute 553.842, this product may not be advertised, sold, offered, provided, distributed, or marketed in the State of Florida as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm.

**Data supplied from www.dowcorning.com

Warranty and Limited Remedy: 3M warrants that each 3M product meets the applicable 3M product specification at the time 3M ships the product. 3M MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If the 3M product does not conform to this warranty, the sole and exclusive remedy is, at 3M's option, replacement of the 3M product or refund of the purchase price.

Limitation of Liability: Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted.

3M Renewable Energy Division
3M Center, Building 235-2S-27
St. Paul, MN 55144-1000
www.3M.com/windowfilm

For more information, please call 1-800-480-1704 or visit us at *www.3M.com/windowfilm*

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MADICO®

COMMERCIAL / RESIDENTIAL LIMITED WARRANTY

(United States Only)

Warranty Number

M _____

WARRANTY INFORMATION

Basic Film Warranty

Madico, Inc. warrants professionally sold and installed MADICO® brand commercial and residential window films (the "Products") against peeling, bubbling, rippling, cracking, adhesive failure, delamination, and demetallization. Warranty time periods vary and are stated on the schedule on the back of this warranty. **PLEASE NOTE IMPORTANT EXCLUSIONS AND PRE-APPROVAL REQUIREMENTS SPECIFIED ON THE REVERSE SIDE OF THIS DOCUMENT.**

Glass Breakage Warranty

The warranty on the Products also covers Glass breakage due to thermal stress. Madico, Inc. reserves the right to have its local representative inspect the affected window(s) before approving a claim. Upon approval, Madico, Inc. will pay for replacing the glass up to a maximum of $500 per window.

Seal Failure on Dual-Pane Units

This warranty extends to seal failure on dual pane units, if and only if the customer has and provides to Madico a window manufacturer's warranty against seal failure that has not expired. For approved films and applications, Madico, Inc. only warrants against seal failure for the remaining period of the window manufacturer's warranty, or the time period noted on the reverse side, whichever is shorter. Upon approval, Madico, Inc. will pay for replacing the insulated glass unit up to a maximum of $500 per window.

Exclusions; Madico's Option to Remove Film

Buildings with a prior history of seal failure or thermal glass breakage are not eligible for glass breakage or seal failure coverage. Further, in the event of multiple failures on one or more filmed windows, Madico, Inc. reserves the right to remove all of Madico, Inc.'s window film and reimburse the customer for the amount of the original film installation invoice.

General Provisions

The warranty coverage begins at time of installation completion. Rental units are considered commercial properties. This coverage is extended only to the original purchaser and is not transferable and terminates automatically upon any sale, conveyance or change in tenancy of any property. Madico, Inc.'s warranty liability is limited to the replacement and re-installation labor of only such quantity of film product determined to be defective by Madico, Inc. Replacement of film or glass does not extend the original warranty time period.

Warranty Disclaimer

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, NOR ARE THERE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY APPLICABLE TO THE PRODUCTS. THIS MANUFACTURER'S WARRANTY DOES NOT COVER CUSTOM PRODUCTS, IMPROPER OR POOR INSTALLATION OF THE PRODUCTS WHICH INCLUDE BUT IS NOT LIMITED TO, SQUEEGEEING, TRIMMING AND MEASURING. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, EXCEPT AS EXPRESSLY SET FORTH HEREIN. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS VOID IF THE PRODUCT HAS BEEN SUBJECT TO ABUSE, IMPROPER INSTALLATION AND/OR CARE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY STATE OR PROVINCE.

To Make A Warranty Claim

This warranty is limited and is the Product owner's sole and exclusive remedy. If any Product specified above fails to conform to the warranty during the warranty period, Purchaser may obtain replacement and installation of the Product by contacting the installing dealer, or by contacting the Warranty Service Department at Madico, Inc.. **PURCHASER MUST SUPPLY A COPY OF THE ORIGINAL RECEIPT ALONG WITH THIS COMPLETED MADICO WARRANTY. PRODUCT ROLL NUMBERS ARE REQUIRED FOR WARRANTY PROCESSING. FAILURE TO PROVIDE VERIFYING DOCUMENTATION WILL RESULT IN CLAIM DENIAL.** If you need to file a claim: Contact Madico, Inc., Warranty Department, 2630 Fairfield Avenue South, St. Petersburg, FL 33712. Email: warranty@madico.com.

WARRANTY IS INVALID IF ANY INFORMATION SET FORTH ON THIS FORM IS NOT ACCURATE.
- PLEASE KEEP THIS WARRANTY WITH YOUR ORIGINAL RECEIPT -

☐ **Commercial** ☐ **Residential** **Installation Date:** _____ ***Please Print Clearly***

DEALER

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Signature _____

CUSTOMER

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Signature _____

PRODUCT SELECTION

Film Description	Total Square Feet	Serial No.

SAMPLE

© 2017 Madico, Inc. M956144

MADICO FILM WARRANTY SCHEDULE

Series	Film	Commercial	Residential	Glass Breakage	Seal Failure**
Premium	Nova®, Solar Grey, Solar Bronze	10 Years	Lifetime	5 Years	3 Years
Decorator	Optivision®, Optivision Reflective				
Reflective	Silver				
Non-Reflective	Charcool	7 Years	7 Years	None	None
Exterior†	Clear 7 Mil, Solar Grey, Solar Bronze, Reflective Silver	3 Years♦	3 Years	None	None
Specialty	White Out, Frost Matte 2 Mil	5 Years	5 Years	2 Years	None
	Black Out	5 Years	5 Years	None	None
Clear Safety	Clear 4 Mil, Clear 7 Mil, Clear 8 Mil, Clear 14 Mil	10 Years	Lifetime	5 Years	3 Years
Solar Safety	Reflective Silver 4 Mil, Reflective Silver 8 Mil, Neutral Grey 8 Mil	10 Years	Lifetime	5 Years	3 Years

Films are warranted for installation on interior glass surfaces only. Do not use on exterior surface of window unless film is specifically designated for that purpose.

†Films specifically designed for use on exterior glass surfaces (outside applications). Exterior films MUST be edge-sealed along with any seams with Dow Corning® 790, 794, 795, or 796 structural silicone or GE® Momentive Silpruf SCS1200 or SCS 2000 building sealant. No substitutions are permitted without prior approval. Warranty will not be honored unless film has been properly sealed.

**Seal failure coverage is limited to the duration of the window manufacturer's seal failure warranty coverage or the time period noted in the above warranty schedule, whichever is shorter.

♦1 Year Warranty when applied to Spandrel Glass

Special Restrictions on Glass Breakage and Seal Failure Warranty:

Most applications of Madico, Inc. films are automatically covered for glass breakage in accordance with the above schedule. However, certain darker films and certain types of glass do not qualify for coverage unless written approval has been obtained in advance of installation from the manufacturer, Madico, Inc. Some film and glass combinations require pre-approval, or are excluded, as set forth below:

Film Type	Single Pane Tinted	Clear Dual-Pane	Tinted Or Low-E Dual-Pane
Silver 20 (Including 4 & 8 Mil), 30	Pre-approval Required	Approved	Pre-approval Required
Solar Grey 20, 35	Approved	Approved*	Pre-approval Required
Neutral Grey 35 8Mil	Pre-approval Required	Approved	Pre-approval Required
Neutral Grey 45 8Mil	Approved	Approved	Pre-approval Required
Solar Bronze 20	Approved	Approved*	Pre-approval Required
Solar Bronze 35	Approved	Approved	Pre-approval Required
Optivision Reflective 5	Pre-approval Required	Approved	Pre-approval Required
Optivision Reflective 15, 25, 35	Approved	Approved	Pre-approval Required
Black Out	Restricted	Restricted	Restricted

* Pre-approval required on any dual pane glass over 30 square feet.

NOTE: IF GLASS IS REPLACED BY THE CUSTOMER PRIOR TO MAKING A WARRANTY CLAIM FOR GLASS BREAKAGE OR SEAL FAILURE, THE WARRANTY IS VOIDED, UNLESS A DANGEROUS SITUATION EXISTS WHICH REQUIRES IMMEDIATE REPLACEMENT, IN WHICH CASE, THE CUSTOMER MUST TAKE A PHOTOGRAPH(S) THAT CLEARLY DEPICTS THE GLASS BREAKAGE OR SEAL FAILURE PRIOR TO REPLACING THE WINDOW. THE CUSTOMER MUST SUBMIT THE PHOTOGRAPH(S) WITH ANY WARRANTY CLAIM.

Manufacturer's Pre-approval Required:

- Windows which are not vertical (angled glass)
- Skylights
- Reflective glass
- Automotive film on flat glass
- Window with damaged frame
- Architecturally-odd shaped windows
- Glass thicker than 1/4" (6 millimeters)
- Any job over 2,500 square feet (232.3 square meters)
- Laminated glass in single-pane or double-pane window
- Buildings with previous glass breakage or seal failure history
- Double-pane windows over 40 square feet (3.7 square meters)
- Windows where the glazing compound or sealant has hardened
- Single-pane windows larger than 100 square feet (9.3 square meters)
- Architectural shading from exterior overhangs, extensions, columns, etc
- Rigid window framing systems - for example, concrete

Prohibited Use - No Film Installation in These Instances

- Wired, textured or patterned glass
- Pane of glass with partial film application
- Exterior applications of films designed for interior use only
- Glass that is visibly chipped, cracked or otherwise damaged
- Triple-pane glass or double-pane glass with suspended films
- Application of two or more films to the same piece of glass
- Windows with pre-existing seal failure

SAMPLE

© 2017 Madico, Inc. M956144

NGS

THE INDUSTRY LEADER

3M Security, solar, and decorative glass films for government applications nationwide

Our mission is to protect people and property, preserve the planet, and create beauty by making buildings better.

NGS provides security, energy, and branding retrofits for buildings, and is the nationwide leader in window filim, graphics, and signage.

3M
Authorized Dealer
Window Film

2019 3M NATIONAL LARGE MARKETS DEALER OF THE YEAR

2020 3M NATIONAL LARGE MARKETS DEALER OF THE YEAR

GSA
Schedule 84
#47QSWA20D00C

State of CA CMAS
Contract #4-20-84-0085A

TIPS-USA
contract #190101

PCA
Purchasing Cooperative of America
Awarded Contract
www.pcamerica.org
844-722-6374

WHY NGS?

Credibility

- Most awarded & recognized company in the industry
- 3M Large Market National Dealer of the Year 2019 and 2020
- 3M Regional Dealer of the Year 2018
- Window Film Magazine Top Dealer Award 2018, 2019
- Ranked #1 Commercial Window Film Company in America 2013, 2015, 2017, & 2019 (Window Film Magazine)
- Inc. 5000 Fastest Growing Private Companies List 2016, 2017, 2018, 2020, 2021
- Panorama Dealer of the Year 2014

Capability

- Nationwide installation infrastructure
- Licensed and insured from coast to coast

Experience

Most experienced & capable company in the industry

- 5,000 Installs on average per year

Value and Services

- Free site surveys
- Free preliminary envelope security audits and analysis
- Free glass audits and analysis
- Benchmark glazing performance
- Free building modeling & rendering
- In-house design
- Turnkey production
- Program & project management
- Grant & rebate sourcing & assistance
- Proprietary software to expedite & tailor pricing to budgets / grants

Contracting Vehicles

- GSA Schedule 84: Cooperative Purchase Contract #47QSWA20D00C
- TIPS-USA: Safety Supplies and Services, contract #190101
- PCA: OD-316-20 Glazing: Window Tinting, RIOT GLASS, Printed Graphics
- CA CMAS: Blast Mitigation, Bullet Resistant, and Glass Fragmentation Products #4-20-84-0085A

NGS AWARDS & RECOGNITION

2018 3M Window Films
Regional Dealer of the Year

2019 Window Film Magazine
Top Window Film Dealer

2019 & 2020 3M Window Films
National Dealer of the Year

NGS MADE THE INC. 5000 LIST

2016

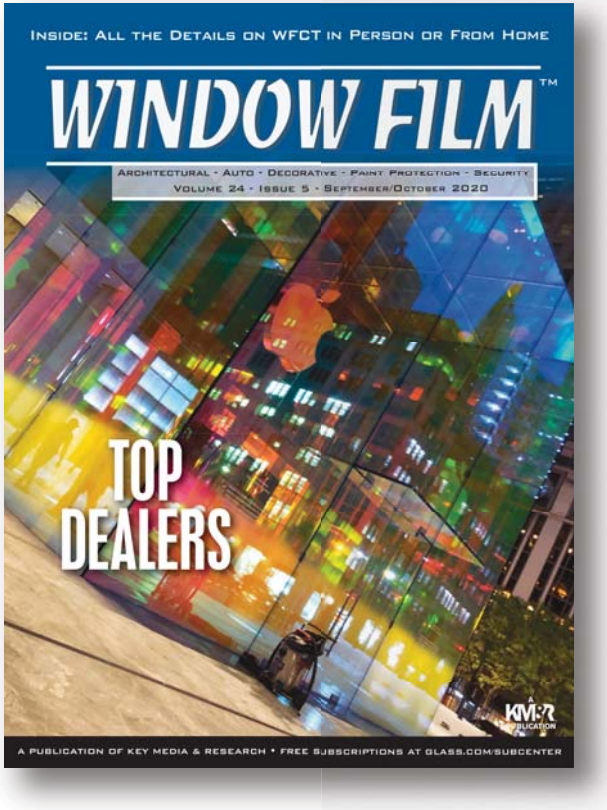
2017

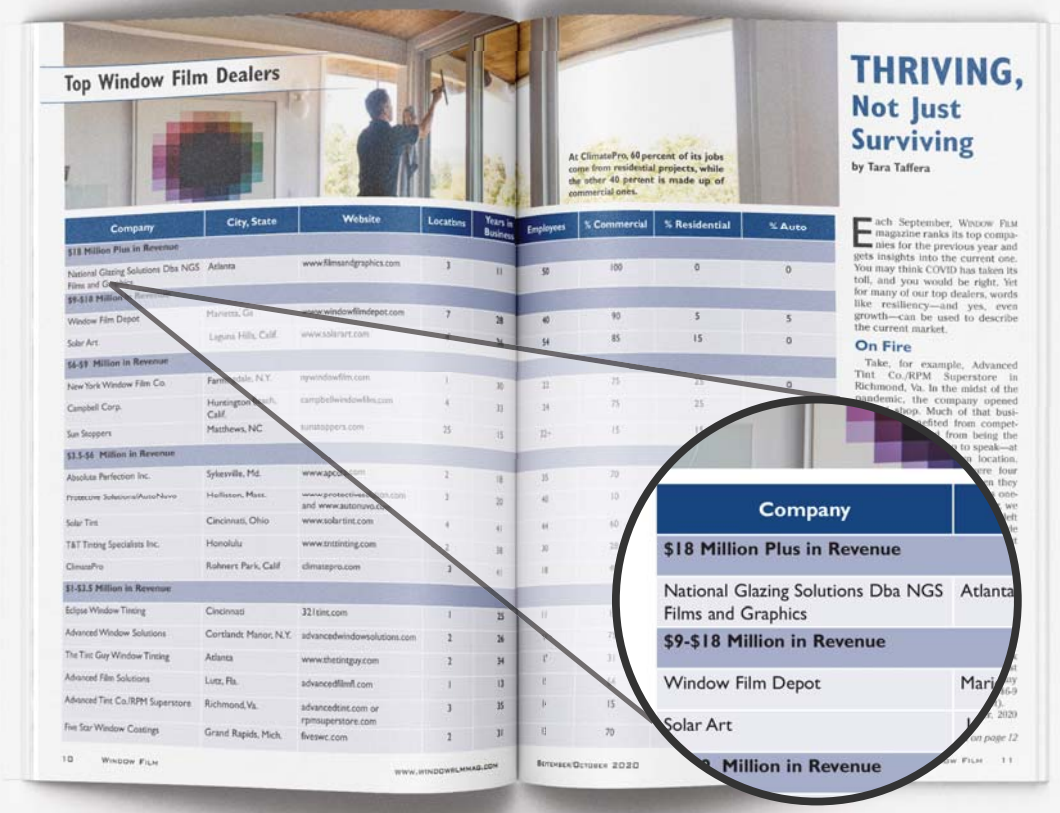
2018

2020

2021

NGS IN THE NEWS





#1 in 2019 Window Film Magazine

NGS IN THE NEWS

Window Film Magazine

NGS IN THE NEWS

11/15/2018 Window Film Nov/Dec 2018

Hartsfield in Film

World's Busiest Airport Wrapped in Film

took to Atlanta's Hartfield airport project that used 86,000 square m of 15 people were needed to complete the massive 7 month long project. James Beale, NGS Films and Graphics managing partner says 3M prestige 40 exterior film was used to transform the airport. The company claims it's the largest application of that particular film in the world to date. "250,000 people a day come through the Atlanta airport, thus making it the most viewed and experienced solar film project in the world (whether the passengers know it or not)," Beale says. WF

Window Film 39

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WINDOW FILM MAGAZINE

core New revolutionary film-cutting software

Three Window Film Companies Earn Spots on Annual Inc. 5000 List

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SIZE MATTERS

BIG Buildings Mean BIG Business

Health Benefits

National Glazing Solutions LLC Atlanta

Sutter Health Hospital, San Francisco

10/5/2017 Chain Store Age

STORE SPACES Q&A

A Hea

What trends are you seeing in solar films and safety/security films in the retail space?

What about trends in specialty graphics?

What's the biggest mistake retailers make when it comes to dealing with extreme heat issues?

What about glare reduction?

11/15/2018 Window Film Nov/Dec 2018

WINDOW FILM MAGAZINE

"80,000 square feet of film was installed at a major U.S. airport." See page 38

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Correction 44

In the summer 2018 issue of PPF Magazine, the comments on page 2, and the quotes on page 19 and 21 attributed to Jeremiah Brooks, should have been attributed to Jamie Werner, Pyrmus/Shield. We regret the error.

Window Film

https://mydigitalpublication.com/publication/?i=536565#{%22issue_id%22:536565,%22page%22:0}

HISTORY

In 2009, NGS Films and Graphics opened up shop with a lot of window film installation experience, a big goal, and a little idea that would change the window film industry forever:

Customers deserve choices.

Whether a customer needs decorative privacy window film, privacy window film, architectural signage, commercial window film, or a combination of those, they should be able to go to one place to get their needs met. Before NGS hit the scene, the window film industry was very fragmented with a variety of small companies that only sold specific products in specific service areas. Customers with multiple locations across multiple markets would have to contract with various window film companies and deal with price distortion from market to market, let alone deal with issues finding continuity in supply to meet their specifications. Imagine if you had to buy all your food like that. One store would sell Kraft products, another store would sell Nabisco products, and you would go to yet another store for your General Mills products.

To us, that seemed like a bad deal for the customer so we set out to break the model. After four years in business our hard fought success was recognized and we were named the #1 Commercial Window Film Company in the U.S.

Over a decade later, our customers' options have expanded even further: with a single point of contact, NGS clients can access nationwide services for film, graphics, and signage. They'll know that everything— and we mean everything— will be taken care of for them. That's the type of deal we believe companies like yours deserve.

NGS

CONTACT US TODAY TO LEARN MORE

www.filmsandgraphics.com
866-925-2083

GSA Schedule 84 #47QSWA20D00C

TIPS-USA contract #190101

Inc. 5000

PCA Purchasing Cooperative of America Awarded Contract www.pcamerica.org 844-722-6374

3M Authorized Window Film Dealer

2019 3M National Large Markets DEALER OF THE YEAR

2020 3M NATIONAL LARGE MARKETS DEALER OF THE YEAR

TIPS SCORE SHEET

Contract #: 220101 **Award Date:** March 24, 2022

Category: Safety Equipment Supplies and Services **Minimum Required:** 70

#	Responding Vendor				Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
					22	3	21.5	10	21.5	10	2	10	100	
1	11 Series Energy, Inc.				11	3	21.5	10	21.5	5	2	10	84	Award
2	3 C TECHNOLOGY LLC				3	3	21.5	10	21.5	10	2	10	81	Award
3	Acrylic Source+				6	3	21.5	10	21.5	10	2	10	84	Award
4	Acumen Enterprises, Inc.				6	3	21.5	10	21.5	10	2	10	84	Award
5	Advanced Connections Inc				7	3	21.5	10	21.5	10	2	10	85	Award
6	Anchorage Unlimited (Anchorage Medical Equipment & Supplies, LLC)				9	3	21.5	10	21.5	10	2	8	85	Award
7	Audio Enhancement Inc.				19	3	21.5	10	21.5	10	2	10	97	Award
8	B&E MEDICAL SUPPLY AND EQUIPMENT, LLC (B&E MEDICAL SUPPLY AND EQUIPMENT)				13	3	21.5	10	21.5	10	2	10	91	Award
9	Bolo Stick LLC				15	3	21.5	10	21.5	10	2	10	93	Award
10	Centegix LLC (34ED)				8	3	21.5	10	21.5	5	2	8	79	Award
11	Chalks Truck Parts				22	3	21.5	10	21.5	5	2	10	95	Award
12	Competitive Choice				16	3	21.5	10	21.5	10	2	10	94	Award
13	Complete Supply Inc				21	3	21.5	10	21.5	10	2	10	99	Award
14	Continental Wireless Inc				11	3	21.5	10	21.5	10	2	10	89	Award
15	Dana Safety Supply				7	3	21.5	10	21.5	10	2	10	85	Award
16	Davis-Houk Mechanical				3	3	21.5	0	21.5	5	2	10	66	Withdrawn
17	Diamond Business Services, Inc				15	3	21.5	10	21.5	10	2	10	93	Award
18	Digital Ally, Inc.				8	3	21.5	10	21.5	10	2	10	86	Award
19	Discount Two-Way Radio Corporation				22	3	21.5	10	21.5	10	2	10	100	Award
20	Endex of Oklahoma, Inc (McCown)				15	3	21.5	10	21.5	10	2	10	93	Award

TIPS SCORE SHEET

Contract #: 220101 **Award Date:** March 24, 2022

Category: Safety Equipment Supplies and Services **Minimum Required:** 70

#	Responding Vendor				Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
					22	3	21.5	10	21.5	10	2	10	100	
21	Epic Solar Control				16	3	21.5	10	21.5	10	2	8	92	Award
22	Flinn Scientific Inc				15	3	21.5	10	21.5	10	2	10	93	Award
23	FTW Safety and Industrial Supplies, LLC				7	3	21.5	10	21.5	5	2	10	80	Award
24	GameDay Floors (FloorCare Specialists, Inc.)				17	3	21.5	10	21.5	5	2	10	90	Award
25	Gene IQ, LLC				16	3	21.5	10	21.5	5	2	5	84	Award
26	GLOBAL INDUSTRIAL				16	3	21.5	10	21.5	10	2	10	94	Pending
27	Guru's Gear (GuruAvtar Sunnivagora)				17	3	21.5	10	21.5	5	2	1	81	Award
28	Hall Pass (CompuData Solutions, LLC)				4	3	21.5	10	21.5	5	2	10	77	Award
29	HeartSafe America, Inc.				17	3	21.5	10	21.5	10	2	10	95	Award
30	Homeland Safety Systems Inc				5	3	21.5	10	21.5	10	2	10	83	Award
31	HP Envirovision (HP Ecological Services, LLC)				4	3	21.5	10	21.5	5	2	10	77	Award
32	Hunter's Refuge (Hunter's Refuge Inc)				5	3	21.5	10	21.5	5	2	10	78	Award
33	Jett Business Systems, Inc.				13	3	21.5	10	21.5	10	2	10	91	Award
34	Motive Lighting (Motive Wireless)				7	3	21.5	10	21.5	5	2	5	75	Award
35	NGS Films and Graphics				21	3	21.5	10	21.5	10	2	10	99	Award
36	Northern Imports				22	3	21.5	10	21.5	10	2	10	100	Award
37	PCnet				3	3	21.5	10	21.5	5	2	10	76	Award
38	Pemica Inc				15	3	21.5	10	21.5	10	2	10	93	Award
39	PortionPac Chemical Corporation				3	3	21.5	10	21.5	10	2	10	81	Award

TIPS SCORE SHEET

Contract #: 220101 **Award Date:** March 24, 2022

Category: Safety Equipment Supplies and Services **Minimum Required:** 70

#	Responding Vendor				Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
					22	3	21.5	10	21.5	10	2	10	100	
40	PRO VISION Video Systems (PRO VISION Inc)				5	3	21.5	10	21.5	10	2	10	83	Award
41	R- Zero Systems Inc.				18	3	21.5	10	21.5	5	2	1	82	Award
42	Safe Haven Defense Midwest (Safe Haven Defense)				13	3	21.5	10	21.5	5	2	8	84	Award
43	Safe Solutions USA, Inc				11	3	21.5	10	21.5	10	2	1	80	Award
44	SchoolSAFEid, LLC				4	3	21.5	10	21.5	5	2	8	75	Award
45	STRACK TACTICAL (STRACK, INC.)				11	3	21.5	10	21.5	10	2	10	89	Award
46	Tomahawk Strategic Solutions				8	3	21.5	10	21.5	5	2	10	81	Award
47	Unipak Corp.				12	3	21.5	10	21.5	10	2	10	90	Award
48	UVC Sanitizing Solutions LLC				11	3	21.5	10	21.5	5	2	5	79	Award
49	Valor Fire & Security (Valor Fire Protection, LLC)				4	3	21.5	10	21.5	10	2	10	82	Award
50	Wedge Supply, LLC				22	3	21.5	10	21.5	10	2	10	100	Award
51	Williams Mechanical Services				8	3	21.5	10	21.5	10	2	10	86	Award
52	Window Film Depot, Inc.				22	3	21.5	10	21.5	5	2	10	95	Award
53	ZED SECURITY, L.L.C.				16	3	21.5	10	21.5	10	2	10	94	Award
54	ZeroEyes				22	3	21.5	10	21.5	5	2	8	93	Award

EXHIBIT D

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT E

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements

Chapter II —Office of Management and Budget Guidance

Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 12.5

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

Executive Summary
The personnel listed under change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers have been recommended by their principal or immediate supervisor to the Superintendent of Schools.

The personnel recommended for appointments for the 2023-2024 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material October 24, 2023

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Avila Mangual, Adrianne	Behavioral Specialist, ESE Professional Support Center **(Range $53,004-$94,738)**	10/1/2023
	Brown, Stephney	School Psychologist - 11 Mo. Professional Support Center **(Range $59,691-$106,214)**	10/2/2023
	Ellison, Elayne	Recruitment Coordinator School Support Center **(Range $58,922-$104,788)**	10/16/2023
	Kilburn, Shiann	School Psychologist - 11 Mo. Professional Support Center **(Range $59,691-$106,214)**	10/2/2023
Appointment/Para			
	Arellano, Tomas	Teacher Aide, ESE, One-on-One Haile Middle	10/2/2023
	Hermann, Eileen	Teacher Aide, ESE, One-on-One Willis Elementary	10/2/2023
	Kelley, Donna	Teacher Aide, ESE, One-On-One Prine Elementary	10/2/2023
	Quezada, Marisol	Teacher Aide, ESOL Manatee Elementary	10/2/2023
	Ward, Amber	Teacher Aide, ESE, One-on-One McNeal Elementary	10/2/2023
Appointment/Prof			
Req. 9850	*Binker, Barbara*	Second Grade Teacher Blackburn Elementary **M.A. Barry University**	10/2/2023
Req. 10032	*Chirco, Joan*	Teacher, Technology Jain Middle **B.S. University of Florida**	10/2/2023
Req. 10126	*Franchi, Beatriz*	Teacher, ESE, OJT Manatee High **M.A.Ed. The George Washington Univ.**	10/2/2023
Req. 10144	*Guth, Andrea*	Kindergarten Teacher	10/16/2023

Type		Information/Position/Location	Eff Date
		Kinnan Elementary **B.A. University of South Florida**	
Req. 9424	*Hill, Melissa*	Kindergarten Teacher Prine Elementary **B.A. University of Central Florida**	10/2/2023
Req. 10007	*Merz, Christine*	Teacher, Mathematics, MS Sugg Middle **B.S. St. John's University**	10/2/2023
Req. 9933	*Moss, Demonay*	First Grade Teacher Daughtrey Elementary **B.S. Stephen F. Austin State University**	10/2/2023
Req. 9901	*Reyes, Claudia*	Teacher, ESOL Resource Palm View K-8 **B.A. Arizona State University**	10/1/2023
Req. 10146	*Riley, Rebecca*	Kindergarten Teacher Daughtrey Elementary **B.S. University of Wisconsin**	10/2/2023
Req. 10148	*Rosamillia, Lana*	Teacher, Art, MS Parrish Community High **M.A. University of Nebraska**	10/2/2023
Appointment/Supp			
	Alvarez Lugo, Jessica	Custodian 8 Hr. Daughtrey Elementary	10/2/2023
	Freeman, Michael	Cafeteria Manager I, Floater Wakeland Support Center	10/2/2023
	Griffin, Brandon	Food Service Worker-6 Hr. Prine Elementary	10/2/2023
	Guzman, Nancy	Custodian 8 Hr. Ballard Elementary	10/2/2023
	Haden-Francis, Dontavia	Food Service-5 Hr., Floater Wakeland Support Center	10/2/2023
	Jimenez, Paul	Parts Assistant Matzke Support Center	10/2/2023

Type		Information/Position/Location	Eff Date
	Lewis, Irma	Food Service Worker-6 Hr. Parrish Community High	10/2/2023
	Mathews, Teondra	Food Service Worker-5 Hr. Manatee High	10/2/2023
	Munoz Pirela, Mayneer	Custodian 8 Hr. Kinnan Elementary	10/2/2023
	Resendiz-Flores, Pablo	Bus Aide Matzke Support Center	10/2/2023
	Sturges, Amy	School Clerical Assistant, 10 Mo. Jain Middle	10/2/2023
	Tejada, Idalia	Food Service Worker-5 Hr. Braden River High	10/2/2023
	Verdier Derose, Beverly	Bus Aide Matzke Support Center	10/2/2023
	Williams Glenn, Jatesha	Food Service Worker-5 Hr. Tillman Elementary	10/2/2023
	Youmans, Rosalyn	Bus Driver Matzke Support Center	10/2/2023
	Yumart Beltran, Yuleixy	Custodian 8 Hr. McNeal Elementary	10/2/2023
	Zapata Feliciano, Marlen	Custodian 8 Hr. Palm View K-8	10/2/2023
Promotion/Admin			
	Johnson, Melanie	From: Route Administrator Matzke Support Center To: Transportation Assistant Director Matzke Support Center	10/25/2023
Resignation/Para			
	Brown, Edward	Teacher Assistant, HS, ISS Southeast High	10/7/2023
	Cuenca, Lidis	Teacher Aide, ESOL Braden River Middle	10/7/2023
	Mundt, Abigail	Classroom Sub	10/11/2023

Type		Information/Position/Location	Eff Date
		Buffalo Creek Middle	
	Thompson, Ashley	Teacher Assistant, MS, ISS King Middle	10/11/2023
Resignation/Prof			
	Brown, Lindsey	Teacher, VE/SC Witt Elementary	9/30/2023
	Gee, Jacquie	Teacher, Mathematics, MS Nolan Middle	9/21/2023
	Harris, Jessica	Kindergarten Teacher Daughtrey Elementary	9/22/2023
	Jackson, Justine	Teacher, Language Arts, MS Jain Middle	9/21/2023
	Landino, Tiffany	Third Grade Teacher Ballard Elementary	9/23/2023
	Lewis, Kerry	Teacher, Pre-K Handicapped Kinnan Elementary	10/14/2023
	Lowrey, Jlynn	Teacher, Social Studies, MS Haile Middle	10/14/2023
	Martin, Charla	Teacher, VE Braden River High	9/30/2023
	Occide, Wenda	Second Grade Teacher Daughtrey Elementary	10/14/2023
	Riggins, April	Kindergarten Teacher Witt Elementary	9/16/2023
	Rivers, Santiego	Teacher, Dropout Prevention, MS Lincoln Middle	10/7/2023
	Russo, Nicholas	Teacher, Physical Education, HS Parrish Community High	1/8/2024
	Smith, Ashley	Teacher, Language Arts, MS Lincoln Middle	10/7/2023
Resignation/Supp			
	Conklin, Matthew	Vehicle Mechanic	9/30/2023

Type		Information/Position/Location	Eff Date
		Matzke Support Center	
	Jean-Gilles, Christina	Food Service Worker-5 Hr. Miller Elementary	9/23/2023
	Linares, Enrique	Custodian 8 Hr. Harvey Elementary	9/30/2023
	Loez Orozco, Rosalia	Custodian 8 Hr. Johnson K-8	10/4/2023
	McClanahan, Michelle	Food Service Worker-6 Hr. Palmetto High	10/3/2023
	Simpkins, Sandra	Bus Aide Matzke Support Center	9/30/2023
Retirement/Support			
	Ayala, Maria	Food Service Worker Kinnan Elementary **23.70 Years**	1/1/2024
	Gomez, Josefina	Custodian 8 Hr. Palmetto Elementary **19.42 Years**	1/1/2024
Termination/Para			
	Blenman, Erica	Health Aide Samoset Elementary	9/23/2023
	Collins, Mary	Teacher Aide, ESE King Middle	8/2/2023
	Davis, Kiara	Teacher Aide, ESE Harllee Full Support Center	9/21/2023
	Edwards, Antonette	Teacher Aide, ESE Rogers Garden-Bullock Elementary	10/2/2023
	Schaefer, Lenimar	Teacher Aide, ESOL Prine Elementary	9/23/2023
Termination/Prof			
	Pintozzi, Cassidy	Teacher, Art, MS Lee Middle	9/15/2023
Termination/Support			
	Beard, Alyssa	Food Service-5 Hr., Floater Wakeland Support Center	9/21/2023

Type		Information/Position/Location	Eff Date
	Dewald, Robert	Bus Driver Matzke Support Center	9/13/2023
	Gibson, Naomi	Food Service Worker-5 Hr. Willis Elementary	9/22/2023
Transfer/Admin			
	Franceski, Marc	From: Payroll Administrator School Support Center To: Business Systems Analyst School Support Center	12/11/2023
Transfer/Prof			
	Castro, Melissa	From: Classroom Sub Palmetto Elementary To: Teacher, Pre-K Handicapped Palmetto Elementary	10/1/2023
	Green, D'Tanyian	From: Teacher Assistant, Driver Educ. Manatee High To: Teacher, ASD Manatee High	10/1/2023
	Mccarron, David	From: SED NET Manager Professional Support Center To: Behavioral Specialist, ESE Professional Support Center	10/1/2023
	Washington, Paula	From: Fifth Grade Teacher Samoset Elementary To: Second Grade Teacher Daughtrey Elementary	9/24/2023
Transfer/Support			
	Arroyo, Abigail	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-6 Hr. Southeast High	10/2/2023
	Arthur, Rebecca	From: Food Service Worker-5 Hr. Lee Middle To: Food Service Worker-6 Hr. Sugg Middle	10/2/2023
	Burke, Stephanie	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-6 Hr.	10/16/2023

Type	Information/Position/Location	Eff Date
	Williams Elementary	
Krayesky, Debra	From: Executive Secretary School Support Center To: Office Manager Matzke Support Center	10/1/2023
Souza, Mark	From: Bus Aide Matzke Support Center To: Bus Driver Matzke Support Center	10/2/2023
Williams, Virginia	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-6 Hr. Manatee High	10/2/2023
Azmora Vasquez, Christian	From: Lead Custodian I Johnson K-8 To: Lead Custodian I Jain Middle	10/2/2023

AGENDA ITEM NO. 12.6

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)

Executive Summary
The Out-of-Field Plan for Manatee County Schools provides that teachers are notified of their out-of-field status at the point that their current certification does not meet the required certification for the subject(s) they are teaching. State School Board Rule 6A-1.0503 provides that any out-of-field teacher must be appointed as out-of-field after verifying that an appropriately certified teacher is unavailable. The School Board appointed the attached list of teachers as out-of-field. These teachers can pass the subject area exam or complete a minimum of six semester hours annually toward certification until such time they can pass the test, if applicable.

The Multicultural and Educational Training Advocacy (META) Consent Decree requires that all teachers of English Language Learners (ELLs) receive training in English for Speakers of Other Languages (ESOL) strategies. The required training hours range from 18 to 300 hours and are categorized by the subject in which the teacher gives instruction. Categories are I, II, III, and IV. The category also drives the timeline for completing training hours. Specifics are given to each teacher at the time of hire or when there is a change of assignment. Category I Teachers who are not ESOL Certified or Endorsed must be reported to the Board as out-of-field. The attached list contains the teachers' names that must be reported to the Board.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends approval of the report of teachers out-of-field content, reading, ESOL (English for Speakers of Other Languages), and/or long-term substitutes. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 10.24.2023
OOF ESOL BM 10.24.2023
OOF Reading BM 10.24.2023

OOF Content BM 10.24.2023				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Gretz,Gina Gamble	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2026
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	8/1/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2025
Gretz,Gina Gamble	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2024
Smith,Ashley	Lincoln Memorial Middle School	Tchr, Language Arts, MS	English 6-12	8/1/2024
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	Elementary Education K-6	8/1/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Mcintosh,Beth S.	Anna Maria Elementary School	Tchr, Art, ES	Art K-12	5/31/2024
Werneke,Teresa Lynn	Ballard Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Harrah,Kiara Celeste	Bayshore Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Broxterman,Nicole Tadea	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Swales,Cynthia Ann	Braden River High School	Tchr, VE	Middle Grades Mathematics 5-9	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades English 5-9	5/31/2024
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Middle Grades English 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Kennedy,Charles Arthur	Daughtrey Elementary School	Tchr, Physical Educ, ES	Music K-12	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Occide,Wenda	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Haile Middle School	Tchr, World Language, MS	World Language – Spanish K-12	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Sperry,Hilary	Jain Middle School	Tchr, Social Studies, MS	Middle Grades Social Science 5-9	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Gretz,Gina Gamble	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
DeGiulio,Jessica Marie	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Mullins,Ryan Alexander	Lee Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	5/31/2024
Neuman,Belen Jacqueline	Lee Middle School	Tchr, World Language, MS	Readinbg K-12	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Kaminski-Beyer,Karen P.	Manatee High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Manatee Technical College	Tchr, Industrial Education	Business Education 6-12	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2024
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024

Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Blalock,Michael	Parrish Community High School	Tchr, Science, HS	Biology 6-12	5/31/2024
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Koka,Kiranmai	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Little,Aaron	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/21/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Whittaker,Teresa M.	Horizons Academy	Tchr, Culinary Arts	Art K-12	2/9/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Mihalik,Donald Lee	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/9/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/8/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Washington,Paula	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	11/28/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	Gifted Endorsement Class 3	11/1/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, ES	Elementary Education K-6	10/22/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	10/22/2023
Jackson,Joseph Bertschinger	Lee Middle School	Tchr, VE	Elementary Education K-6	10/20/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Russell,Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/5/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Robinson,Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2023
Johnson,Amy B.	Bayshore Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	9/18/2023
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Shaffer,Amy C.	Abel Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	5/31/2023
Ehresmann-Dryer,Gail	Blackburn Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023

Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Bock,Michael	Braden River High School	Tchr, Dropout Prevention, HS	Mathematics 6-12	5/31/2023
Reeves,Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2023
Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
Guasp-Santos,Edwin	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Redden,Melanie J.	Harvey Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Collier,Robert	Lakewood Ranch High School	Tchr, Technology	Engineering and Technology Education	5/31/2023
Bruton,Erica L.	Lincoln Memorial Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2023
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Music K-12	5/31/2023
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Erhardt Jr,Bruce Jeffery	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Middle Grades General Science 5-9	5/31/2023
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Davis,Michael R	Southeast High School	Tchr, Reading, HS	Readinbg K-12	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 2	5/31/2023
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Washington,Paula	Daughtrey Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	11/23/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Suchy,Michael Joseph	Manatee High School	Tchr, VE	Physical Education K-12	10/12/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Weingold,Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Russell,Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/3/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022

Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2022
Walton,Ronald J.	Moody Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,Jim H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Benjoud,Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Daughtrey Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	5/1/2022
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	2/28/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2021
Russell,Jessica M	Jain Middle School	Tchr, Other Classroom	Middle Grades Mathematics 5-9	10/30/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/20/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Russell,Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/5/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Uhlinger,Chad C.	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/23/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021

Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Klaput,Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	5/31/2021
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Soudijn,Cheryl A.	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2021
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2021
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Roth,Trisha L.	Mills Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2021
Aguado,Sarah Elizabeth	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2021
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Bomar,Brittani J.	Prine Elementary School	Tchr, Resource	Exceptional Student Education K-12	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Brydson,Raynard E.	Sea Breeze Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	5/30/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	2/28/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Brust,Doris	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	Art K-12	2/7/2021
Tate,Deonta	Palmetto High School	Tchr, TV Production	Art K-12	1/6/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/23/2020
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/3/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2020
Zachary,Cassidy	Freedom Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2020
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Hair,Robbin J.	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Braden River Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
Dillahay,Olivia J.	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	3/1/2020

VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	Elementary Education K-6	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Social Science 6-12	9/18/2019
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/1/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Rivers,Santiego M.	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Koci,Stanley William	Sea Breeze Elementary School	Specialist, Student Support	Middle Grades General Science 5-9	5/31/2019
Deppen,Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	5/31/2019
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	3/20/2019
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	3/2/2019
Ramos,Laura Lili	Horizons Academy	Tchr, Critical Thinking	Middle Grades Mathematics 5-9	11/1/2018
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018
Maddox,Annette S.	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/6/2006

OOF ESOL BM 10.24.2023					
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF ID**	**OOF Description**	**Due Date**
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	CAT1/4	ESOL End. Class 4	10/4/2226
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2029
Clark,David	Bashaw Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Cuda,Brittany	Bashaw Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Duba,Arlene Mag-Aso	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	CAT1/5	ESOL End. Class 5	8/1/2029
Harrah,Kiara Celeste	Bayshore Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Bazin,Paudelaire	Blackburn Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Fostin,Ashley	Blackburn Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Duncan,William	Braden River High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Atunrase,Keaira	Daughtrey Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Resource	CAT1/5	ESOL End. Class 5	8/1/2029
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Occide,Wenda	Daughtrey Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Simmons,Solanges	Daughtrey Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2029
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2029
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
David,Kimberly	Jain Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2029
Gretz,Gina Gamble	Johnson K-8 Sch of Int Studies	Tchr, Gifted	CAT1/5	ESOL End. Class 5	8/1/2029
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2029
Mullins,Ryan Alexander	Lee Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2029
Neuman,Belen Jacqueline	Lee Middle School	Tchr, World Language, MS	CAT1/5	ESOL End. Class 5	8/1/2029
Smith,Ashley	Lincoln Memorial Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2029
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Hendricks,Corey	Manatee High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2029
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Trautner,Tracy	Moody Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Guevara,Stephanie M.	Myakka Elementary School	Tchr, Art, ES	CAT1/4	ESOL End. Class 4	8/1/2029
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Palero,Blessyl Herrera	Oneco Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Gleason,Olivia	Palm View K-8 School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
McCaw,Kelsey	Palm View K-8 School	Teacher, Other Classroom	CAT1/5	ESOL End. Class 5	8/1/2029
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2029
Alcantara Jimenez,Ana	Palmetto Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Diaz,Yesenia	Palmetto Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Sciortino,Nicole	Prine Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Wallace,Sara Anne	Prine Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Guzman,Bridget	Rogers Garden-Bullock ES	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2029
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	CAT1/5	ESOL End. Class 5	8/1/2029
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029

DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	CAT1/5	ESOL End. Class 5	8/1/2029
Grooms,Megan Alyssa	Sea Breeze Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2029
Huffman,Erin Rose	Stewart Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2029
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2029
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Banks,Richelle	Williams Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2029
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2029
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2029
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	6/30/2029
Jacox,Brianna A	Abel Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Danko,Olivia	Bashaw Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Hazlewood,Cassandra	Bashaw Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Prucnell,Jennifer	Bashaw Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Mosley,Jessica	Bayshore Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Ehresmann-Dryer,Gail	Blackburn Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2028
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Case,Denise Kruger	Braden River Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Mulcahy,Catherine	Braden River Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2028
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2028
Rochester,Eddie	Braden River High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	CAT1/5	ESOL End. Class 5	8/1/2028
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2028
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Washington,Paula	Daughtrey Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Imhoff,Cayse Jayne	Freedom Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Chaney,Mary Elizabeth	Harvey Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Murphy,Shelby A	Harvey Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Kotler,Michelle	Jain Middle School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2028
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2028

Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2028
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	CAT1/5	ESOL End. Class 5	8/1/2028
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	CAT1/4	ESOL End. Class 4	8/1/2028
Keech-Babcock,Kari Jaclyn	Lakewood Ranch High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Mihalik,Donald Lee	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	CAT1/5	ESOL End. Class 5	8/1/2028
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2028
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2028
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Furman,Claire	Manatee Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Boender,Jill J	Miller Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2028
Marello,Amanda	Miller Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Wade,Victoria	Miller Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	CAT1/5	ESOL End. Class 5	8/1/2028
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2028
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Dual Language, ES	CAT1/5	ESOL End. Class 5	8/1/2028
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Blanco,Elizabeth A	Oneco Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Taleff,Jessica Marie	Oneco Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2028
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Tinl,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2028
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	CAT1/5	ESOL End. Class 5	8/1/2028
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Nelson,Stacie Lynn	Parrish Community High School	Tchr, Language Arts, HS	CAT1/2	ESOL End. Class 2	8/1/2028
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2028
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	CAT1/5	ESOL End. Class 5	8/1/2028
Sears,Lauren Summer	Prine Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Blanco-Lopez,Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Chindamo,Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2028
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2028
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	CAT1/5	ESOL End. Class 5	8/1/2028
Davis,Michael R	Southeast High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2028
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	CAT1/5	ESOL End. Class 5	8/1/2028
Cobb,Lucieann	Sugg Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2028
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2028
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028

Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Combination, ES Grds	CAT1/5	ESOL End. Class 5	8/1/2028
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Jacox,Megan	Willis Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Klecka,Nicole	Willis Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2028
Hammond,Sarah	Witt Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2028
Li,Stephanie	Sea Breeze Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	1/24/2028
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	1/9/2028
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	10/4/2027
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	10/4/2027
Walter,Tess	Samoset Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	10/4/2027
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2027
Tobias,Kayla	Abel Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Sawyer,Teri Leah	Bashaw Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Adams,Mariah	Bayshore Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2027
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027
Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2027
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2027
Bono,Noelle	Braden River Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Alston,Holly I	Buffalo Creek Middle School	Tchr, Mathematics, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Baialardo,Sonny	Freedom Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Milazzo,Lauren	Gullett Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2027
Olsen,Kaitlynn M	Gullett Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2027
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2027
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Williams,Jaime	Harvey Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	CAT1/5	ESOL End. Class 5	8/1/2027
Arsalai,Sadaf M	Jain Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Alvarez,Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	CAT1/3	ESOL End. Class 3	8/1/2027
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	CAT1/5	ESOL End. Class 5	8/1/2027
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2027
Cole,Emily Jean	McNeal Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2027
Byrne,Adrianna Marie	Moody Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Kammou,Hadda	Moody Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	CAT1/5	ESOL End. Class 5	8/1/2027
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2027
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	CAT1/5	ESOL End. Class 5	8/1/2027
Romain,Kenicka Patrice	Oneco Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	CAT1/5	ESOL End. Class 5	8/1/2027
George,Jenna	Palm View K-8 School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027

Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	CAT1/5	ESOL End. Class 5	8/1/2027
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2027
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2027
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	CAT1/5	ESOL End. Class 5	8/1/2027
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2027
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027
Hogue,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027
Hogue,Rebekah	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2027
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Miller,Jessica Laine	Sugg Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2027
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2027
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2027
McGarry,Hunter	Tillman Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2027
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Botros,Carrie	Willis Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2027
Lavigne,Jamie	Abel Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	CAT1/5	ESOL End. Class 5	8/1/2026
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2026
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2026
Morales-Correa,Meagan	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2026
Austin,Taylor Nicole	Braden River Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	CAT1/5	ESOL End. Class 5	8/1/2026
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	CAT1/5	ESOL End. Class 5	8/1/2026
Luchuk,Mary A	Buffalo Creek Middle School	Tchr, Emotion/Behavr Disabil	CAT1/5	ESOL End. Class 5	8/1/2026
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Thompson,Monique	Freedom Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Abend,Tristan Louis	Jain Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2026
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2026
Gomes,Lisa	Kinnan Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	CAT1/5	ESOL End. Class 5	8/1/2026
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2026
Lubbers,Jess William	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2026
O'Brien,Susan	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2026
Page,Anita E	Manatee Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Campbell,Patricia A.	McNeal Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Murphy,Bonnie H	Miller Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2026
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Weems,Kristen Marie	Myakka Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Griffon,Joy L.	Oneco Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	CAT1/5	ESOL End. Class 5	8/1/2026
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Walker,Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Daspit,Katie Lyn	Samoset Elementary School	Tchr, Resource	CAT1/5	ESOL End. Class 5	8/1/2026
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	CAT1/5	ESOL End. Class 5	8/1/2026
Highers,Jamie S.	Stewart Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2026
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2026

Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	1016/6	English for Speakers of Other Langua	5/31/2026
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	CAT1/5	ESOL End. Class 5	8/1/2025
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	CAT1/5	ESOL End. Class 5	8/1/2025
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Cardozo,Chelsea A.	Ballard Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Hardin,Kerri Nicole	Ballard Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Heasley,Cherie Michelle	Ballard Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2025
Eidson,Kaehla Jo	Braden River Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Lehman,Tracie Leigh	Braden River Elementary School	Tchr, Combination, ES Grds	CAT1/5	ESOL End. Class 5	8/1/2025
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	CAT1/5	ESOL End. Class 5	8/1/2025
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Riccio,Christine M	Buffalo Creek Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2025
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	CAT1/5	ESOL End. Class 5	8/1/2025
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	CAT1/5	ESOL End. Class 5	8/1/2025
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Bickford,Heidemarie	Haile Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2025
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Wolff,Eric M.	Horizons Academy	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	CAT1/5	ESOL End. Class 5	8/1/2025
McCray,Juliette L.	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	CAT1/5	ESOL End. Class 5	8/1/2025
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	CAT1/5	ESOL End. Class 5	8/1/2025
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	CAT1/5	ESOL End. Class 5	8/1/2025
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Baker,Matthew	Manatee High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	CAT1/5	ESOL End. Class 5	8/1/2025
Stiebeling,Megan A	Miller Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Saavedra,Amy Jo	Moody Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Best,Rebecca	Palmetto High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2025
DePatie,Alison Layne	Parrish Community High School	Tchr, Social Studies, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Lenard,Rachel	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Bagley,Katie E	Prine Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Babakarkhil,Sakhi	Samoset Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Jaimes,Maria D.	Samoset Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2025
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	CAT1/5	ESOL End. Class 5	8/1/2025
Cartwright,Elizabeth G.	Southeast High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2025
Jackson,Brandi L.	Sugg Middle School	Tchr, Mathematics, MS	CAT1/5	ESOL End. Class 5	8/1/2025
Haacke,Karen	Williams Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2025
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	CAT1/2	ESOL End. Class 2	8/1/2025
Gardini,Elizabeth	Abel Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Scott,Tracey	Abel Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2024
Fallgren,Regina N.	Anna Maria Elementary School	Tchr, Gifted	CAT1/5	ESOL End. Class 5	8/1/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	CAT1/5	ESOL End. Class 5	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	CAT1/3	ESOL End. Class 3	8/1/2024
Llamas,Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2024
Moore,Peggy L.	Buffalo Creek Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	CAT1/1	ESOL End. Class 1	8/1/2024
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2024

Reed,Melissa J	Daughtrey Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Schmitz,Lucas Mark	Freedom Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2024
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Peters,David A.	Harvey Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2024
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	CAT1/5	ESOL End. Class 5	8/1/2024
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2024
Winfield,Meigan W.	King Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Wikstrom,Kristin J	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Sandberg,Sarah Anna	Manatee High School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2024
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	CAT1/5	ESOL End. Class 5	8/1/2024
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Hale,Anne	Moody Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Petrucci,Laura Ann	Moody Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Roche,Rita L	Moody Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Severo,Pamela	Palm View K-8 School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Smith,Olivia Nicole	Palma Sola Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2024
Tschiember,Darlene	Palmetto Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	CAT1/1	ESOL End. Class 1	8/1/2024
Post,Kristy	Parrish Community High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Springer,Stephanie	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Stanford,Allyson	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Alberry,Erika L.	Rogers Garden-Bullock ES	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2024
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	CAT1/5	ESOL End. Class 5	8/1/2024
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2024
McCarron,Aurora Jean	Sea Breeze Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2024
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2024
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2024
Russ,Carrie N.	Sugg Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2024
Ruiz,Justin	Tillman Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Connolly,Karen M.	Williams Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2024
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	CAT1/5	ESOL End. Class 5	8/23/2023
Urban,Tiffany Anne	Ballard Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Moeller,Renee M	Bashaw Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2023
Erby,Lisa Denise	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2023
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2023
Perry,Sarah A.	Bayshore High School	Tchr, VE	CAT1/3	ESOL End. Class 3	8/1/2023
Chalmers,Wendi Lynn	Buffalo Creek Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2023
Hosker,Jeanne M.	Buffalo Creek Middle School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2023
Ventling,Olivia C.	Daughtrey Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Rumbaugh,Meghan Leigh	Gullett Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Shea,Julie	Gullett Elementary School	Tchr, VE/SC	CAT1/5	ESOL End. Class 5	8/1/2023
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2023
Maluchnik,Theresa Ann	Haile Middle School	Tchr, Social Studies, MS	1016/6	English for Speakers of Other Langua	8/1/2023
Merrill,Kendra	Kinnan Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	CAT1/5	ESOL End. Class 5	8/1/2023
Givens,Phyllis K.	Manatee Elementary School	Tchr, First Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Boyd,Malinda A.	Miller Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Coston,William F	Nolan Middle School	Tchr, Intellctual Disabilities	CAT1/5	ESOL End. Class 5	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	CAT1/3	ESOL End. Class 3	8/1/2023
Small,Tyler P.	Parrish Community High School	Tchr, Reading, HS	CAT1/5	ESOL End. Class 5	8/1/2023
Wagstaff,Michele Lynn	Prine Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2023
McKellick,Amber K.	Sea Breeze Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2023
Bixler,Kathleen A.	Williams Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Hubley,Jennifer D.	Willis Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2023
Clark,Julie L	Bashaw Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2022
Cochran,Elizabeth Mikala	Braden River Elementary School	Tchr, Third Grade	CAT1/4	ESOL End. Class 4	8/1/2022

Comegno,Iris Chela	Braden River Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2022
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2022
Jandula,Sommer Brooke	Kinnan Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2022
Rivers,Santiego M.	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	CAT1/5	ESOL End. Class 5	8/1/2022
Gilbert,William	Manatee High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2022
Gibson,Dana D.	McNeal Elementary School	Tchr, Gifted	CAT1/5	ESOL End. Class 5	8/1/2022
Sirota,Leigh M.	Mills Elementary School	Tchr, Fifth Grade	CAT1/5	ESOL End. Class 5	8/1/2022
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	CAT1/5	ESOL End. Class 5	8/1/2022
Frisbie,Jason E.	Willis Elementary School	Tchr, Physical Educ, ES	CAT1/5	ESOL End. Class 5	8/1/2022
Rulhe,Heather Lyn	Bayshore Elementary School	Tchr, Fourth Grade	CAT1/4	ESOL End. Class 4	8/1/2021
Holly,Elizabeth Anne	Daughtrey Elementary School	Tchr, Fifth Grade	CAT1/2	ESOL End. Class 2	8/1/2021
Winston,Lora A	Haile Middle School	Tchr, Social Studies, MS	CAT1/5	ESOL End. Class 5	8/1/2021
Fluellen-Reitwiesner,Regina F.	Jain Middle School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2021
Neri,Anna Marie	Miller Elementary School	Tchr, Combination, ES Grds	CAT1/5	ESOL End. Class 5	8/1/2021
Cline,Ka L.	Myakka Elementary School	Tchr, Music, ES	CAT1/5	ESOL End. Class 5	8/1/2021
Pena,Olga Tereza	Parrish Community High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2021
Williams,Bradley Matthew	Parrish Community High School	Tchr, Science, HS	CAT1/1	ESOL End. Class 1	8/1/2021
Sartori Amsberry,Phoebe Viola	Sea Breeze Elementary School	Tchr, Music, ES	CAT1/4	ESOL End. Class 4	8/1/2021
Wright,Kelly	Tara Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2021
Boswell,Courtney Raye	Willis Elementary School	Tchr, Third Grade	CAT1/5	ESOL End. Class 5	8/1/2021
Brooks,Lisa	Willis Elementary School	Tchr, Kindergarten	CAT1/2	ESOL End. Class 2	8/1/2021
Brooks,Josiah	Witt Elementary School	Tchr, Music, ES	CAT1/3	ESOL End. Class 3	8/1/2021
Cannon,Angela Marie	Witt Elementary School	Tchr, Fourth Grade	CAT1/5	ESOL End. Class 5	8/1/2021
Seiler,Tracy A.	Witt Elementary School	Tchr, Third Grade	CAT1/1	ESOL End. Class 1	5/17/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	CAT1/4	ESOL End. Class 4	10/27/2020
Keogh,Joseph R	Bayshore Elementary School	Tchr, Kindergarten	CAT1/5	ESOL End. Class 5	8/1/2020
Peterson,Lisa Ann	Freedom Elementary School	Tchr, VE/SC	CAT1/1	ESOL End. Class 1	8/1/2020
Ferreira,Rebecca A	Harvey Elementary School	Tchr, Second Grade	CAT1/1	ESOL End. Class 1	8/1/2020
Mckenzie,Stephanie Kay	Miller Elementary School	Tchr, Third Grade	CAT1/2	ESOL End. Class 2	8/1/2020
Holmes,Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	CAT1/5	ESOL End. Class 5	8/1/2020
Graczyk,Alycia Dawn	Prine Elementary School	Tchr, Second Grade	CAT1/2	ESOL End. Class 2	8/1/2020
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2020
Nunn,Kristen Marie	Witt Elementary School	Tchr, Second Grade	CAT1/5	ESOL End. Class 5	8/1/2020
Candelora Baker,Nicole Emily	Abel Elementary School	Tchr, Third Grade	CAT1/1	ESOL End. Class 1	7/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	CAT1/1	ESOL End. Class 1	4/24/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	CAT1/4	ESOL End. Class 4	2/20/2020
Ajani-Smith,Leonilla	Access to Education	Tchr, Exceptional Student Educ	CAT1/5	ESOL End. Class 5	8/1/2019
Balatoni,Albana	Daughtrey Elementary School	Tchr, First Grade	CAT1/2	ESOL End. Class 2	8/1/2019
Kudelko,David M.	Gullett Elementary School	Tchr, Second Grade	CAT1/2	ESOL End. Class 2	8/1/2019
Grant,Jennifer M.	Lakewood Ranch High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2019
Peters,Tina M.	McNeal Elementary School	Tchr, Third Grade	CAT1/1	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	CAT1/1	ESOL End. Class 1	8/1/2019
Lima,Fernanda	Prine Elementary School	Tchr, Fourth Grade	CAT1/2	ESOL End. Class 2	8/1/2018
Smith,Jennifer M.	Mills Elementary School	Tchr, Kindergarten	CAT1/1	ESOL End. Class 1	7/1/2018
Bizek,Sara B.	Southeast High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	8/1/2017
Carroll,Laura B.	Horizons Academy	Tchr, Reading, HS	CAT1/1	ESOL End. Class 1	1/1/2017
Mcclone,Jillian B.	Bashaw Elementary School	Tchr, First Grade	CAT1/2	ESOL End. Class 2	8/8/2016
Bowers,Ann E.	Braden River Middle School	Tchr, VE	CAT1/5	ESOL End. Class 5	8/1/2016
Baker,Sarah A.	Freedom Elementary School	Tchr, Second Grade	CAT1/2	ESOL End. Class 2	8/1/2016
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	CAT1/1	ESOL End. Class 1	8/1/2015
Waldrop,Stephanie K.	Mills Elementary School	Tchr, First Grade	CAT1/1	ESOL End. Class 1	7/1/2015
Miller,Cory D.	Horizons Academy	Tchr, Science, MS	CAT1/1	ESOL End. Class 1	6/1/2015
Mason,Debra	Tillman Elementary School	Tchr, Third Grade	CAT1/2	ESOL End. Class 2	6/1/2015
Rambo,Christopher A.	Gullett Elementary School	Tchr, First Grade	CAT1/1	ESOL End. Class 1	8/1/2014
Cummins,Anthony C.	Parrish Community High School	Tchr, Reading, HS	CAT1/2	ESOL End. Class 2	8/1/2014
Anderson,Heather L.	Jain Middle School	Tchr, Language Arts, MS	CAT1/2	ESOL End. Class 2	6/19/2014
Norman-Webb,Michelle	Southeast High School	Tchr, Music, HS	CAT1/2	ESOL End. Class 2	8/18/2013
Keenan,Cara G.	McNeal Elementary School	Tchr, VE	CAT1/1	ESOL End. Class 1	7/1/2013
Barquero Diaz,Lillian Esther	Bayshore High School	Tchr, ESOL Resource	CAT1/1	ESOL End. Class 1	2/20/2013
Babroski,Angela C.	Manatee High School	Tchr, Dance, HS	CAT1/5	ESOL End. Class 5	8/1/2012
Douglas,Kelli D.	Palmetto High School	Tchr, VE	CAT1/1	ESOL End. Class 1	8/1/2012
Lyons,Kathleen M.	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	CAT1/1	ESOL End. Class 1	7/1/2012
Nickerson,Susan Victoria	Palmetto Elementary School	Tchr, Fourth Grade	CAT1/3	ESOL End. Class 3	6/29/2012
D'Urso,Maureen F	Palmetto High School	Tchr, VE	CAT1/1	ESOL End. Class 1	4/19/2011
Cropsey,Mary L.	Jain Middle School	Tchr, Reading, MS	CAT1/2	ESOL End. Class 2	8/21/2010
Phillips,Kristen L.	Harvey Elementary School	Tchr, Kindergarten	CAT1/1	ESOL End. Class 1	7/1/2010

Kanai,Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	CAT1/1	ESOL End. Class 1	7/1/2010
Russin,Laura L.	Braden River High School	Tchr, Science, HS	CAT1/2	ESOL End. Class 2	6/19/2010
Lynch,Sarah M.	Stewart Elementary School	Tchr, Fifth Grade	CAT1/2	ESOL End. Class 2	11/12/2009
Palmiere,Kelly M.	Braden River Middle School	Tchr, Language Arts, MS	CAT1/4	ESOL End. Class 4	11/6/2008
Odell,Keltie B.	Manatee High School	Tchr, Business Technology	CAT1/2	ESOL End. Class 2	8/1/2008
Perkins,Sonja M.	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	CAT1/2	ESOL End. Class 2	4/17/2008
Morris,Amy E.	Miller Elementary School	Tchr, VE	CAT1/3	ESOL End. Class 3	12/19/2007
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	CAT1/1	ESOL End. Class 1	8/1/2007
Wardell,Amy L.	Gullett Elementary School	Tchr, Physical Educ, ES	CAT1/2	ESOL End. Class 2	12/12/2006
Hinton,Renee P.	Braden River High School	Tchr, Language Arts, HS	CAT1/5	ESOL End. Class 5	6/21/2006
Ralston,Tammy M.	Manatee Technical College	Tchr, Exceptional Student Educ	CAT1/1	ESOL End. Class 1	1/20/2006
Phillips,Erika S.	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	CAT1/2	ESOL End. Class 2	4/16/2005
Dacosta,Maria H.	Sea Breeze Elementary School	Tchr, Physical Educ, ES	CAT1/3	ESOL End. Class 3	10/30/2004
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	CAT1/1	ESOL End. Class 1	7/1/2004
Tillett,Julie D.	Palmetto High School	Tchr, Agriculture/Nat Resrcs	CAT1/2	ESOL End. Class 2	6/1/2002
Overby,Molly Greene	Gullett Elementary School	Tchr, Second Grade	CAT1/2	ESOL End. Class 2	4/3/2001
Muldoon,Michael W.	ESE	Tchr, Spcl Assgnmt, ESE	CAT1/5	ESOL End. Class 5	8/1/1996

OOF Reading BM 10.24.2023				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Mullins,Ryan Alexander	Lee Middle School	Tchr, Reading, MS	Reading Endorsement	5/31/2024
DeDomenico,Lorianne Marie	Manatee Elementary School	Reading Coach, ES	Reading Endorsement	5/31/2024
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Fruchey,Samantha	Bayshore Elementary School	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1	11/1/2021
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/1/2021
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Tschiember,Darlene	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2020
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	8/1/2020
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2019
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	10/10/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	5/31/2019
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 12.7

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Parrish Community High School Classroom Addition - Amendment 1 - Pre-Construction Agreement Between Owner and Williams Company Tampa in the Amount of $1,595,830.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Pre-Construction Agreement between Owner and Williams Company Tampa, which authorizes the purchase of the early procurement package for Masonry, Roofing, HVAC, Electrical Lighting, Electrical Gear, and Fire Alarm Equipment. The early procurement package is required for the timely delivery of materials due to long lead times and supply chain disruptions.

Parrish Community High School Classroom Addition Project Summary Sheet is attached for reference.

Funding Sources that do not require an Educational Plant Survey will be utilized.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends the approval of Parrish Community High School Classroom Addition - Amendment 1 - Pre-Construction Agreement between Owner and Williams Company Tampa in the amount of $1,595,830.00. (Capital Funds)

Financial Impact
The amount of Amendment 1 is $1,595,830.00. The revised sum of the Pre-Construction Services Agreement is $1,641,305.00 and is included in the total project budget of $15,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project Funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Parrish CHS Addition Project Summary Sheet 10.24.2023
PCHS Addition CM Amend 1 Early Procurement Agenda 2023-836

PARRISH COMMUNITY HIGH SCHOOL - CLASSROOM ADDITION

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc.
CONSTRUCTION MANAGER: Williams Company Tampa — Selected through the Request for Qualifications process
BUILDING OFFICIAL: Bureau Veritas North America, Inc. — Currently on the District's Continuing Contracts

PROJECT BUDGET: $15,000,000.00 — (05/23/23) Revised Project Budget (5 Yr Capital Plan)
$20,000,000.00 — (04/26/22) Original Project Budget

HISTORY: A new high school was built in 2019 to serve students in north (and east) county, as the District's current high school capacity is at 106%. The site for the new school consists of 98 acres in the central part of the North county, located on Erie Road.

SCOPE: The existing campus was constructed in 2019 with a student capacity of 2,150; but was master planned and the core was constructed for a core capacity of 2,500 students. Due to enrollment growth, the scope of work for the one-story classroom building addition provides for 16 additional classrooms to accommodate 400 students. Included are associated restrooms, storage areas, corridors, walkways, and mechanical and electrical systems required for a functioning facility for grades nine through twelve. The addition will be a modified reuse of the plans for Building 6, which was constructed in 2019.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No. Funding sources that do not require an Educational Plant Survey will be utilized.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 780,600.00	April 26, 2022	Approved	Architectural / Engineering Services
TOTAL	$ 780,600.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 45,475.00	April 11, 2023	Approved	Pre-Construction Services
Agreement:	$ 1,595,830.00	October 24, 2023	Pending	Early Procurment Materials
Agreement:	$ -			Guaranteed Maxiumum Price (GMP)
TOTAL	$ 1,641,305.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 104,200.00	May 23, 2023	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
Agreement:				
TOTAL	$ 104,200.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 8,600.00	April 26, 2023	N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:	$ 15,000.00	August 16, 2023	N/A	Construction Documentation - Multivista
TOTAL	$ 23,600.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 1 **Amendment Date:** October 24, 2023

This form is to be used for any revision to the established ~~Guaranteed Maximum Price~~ Pre-Construction Agreement.

Project Name: Parrish Community High School Classroom Addition
Construction Manager: Williams Company Tampa
Construction Manager Address: 5201 W Kennedy Blvd., Suite 535
Tampa, FL 33609

The work is as follows: purchase of the early procurement package for Masonry, Roofing, HVAC, Electrical Gear, Lighting Fixtures and Fire Alarm Equipment. The early procurement package is required for a timely delivery of materials due to long-lead times and supply chain disruptions.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $ 1,595,830.00
Previous Amount of Pre-Construction Agreement: $ 45,475.00
New Total Amount of Pre-Construction Agreement: $ 1,641,305.00

CONSTRUCTION MANAGER:

By: _____

Name/Title: Dirk Heller, Vice-President

As Witnessed: _____

By: _____

Name/Title: Chris Rollins, President

Williams Company Tampa
(Name of Corporation)
(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

WILLIAMS COMPANY
General Contractors
Construction Managers

September 29, 2023

David Wildes
DCS Project Director
School District of Manatee County
1 Matzke Way
Bradenton, FL 34208

RE: Parrish Community High School Classroom Addition
Early-Procurement Guaranteed Maximum Price – REV1

Dear Mr. Wildes,

Please find the attached revised Guaranteed Maximum Price (GMP) for the Early Procurement Package of Masonry, Roofing, HVAC Equipment, Electrical Lighting, Electrical Gear, and Fire Alarm Equipment. ($1,595,830.00)

Included are the following items:

1. Cover Letter (This Page)
2. Bid Summary
3. Clarifications
4. Bid Tabs

The following is a brief description of the approximate delivery lead times for materials, equipment, and fixtures:

- Masonry - *Awaiting color selection approval from Manatee County School District
- Roofing - KEE Roofing Membrane: 6-8 weeks
- HVAC - Air Handling Units: 32 weeks, VAV's: 8 weeks, VFD's: 26 weeks
- Electrical Lighting: 4-6 weeks
- Electrical Gear - Panels: 20 weeks, Circuit Breakers: 12 weeks, Disconnects: 4 weeks
- Fire Alarm - Panels & Devices:

Thank you for the opportunity to work with you on this project. Should you have any questions regarding this proposal, please don't hesitate to reach out.

Regards,

Anthony Rodriguez
Preconstruction Manager
Williams Company Tampa

2. Bid Summary

WILLIAMS COMPANY
General Contractors
Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219
Bid Summary - REV1 Early Procurement GMP
September 29, 2023

Item	CSI	Description		TOTALS	Comments
01	01	General Conditions		0	In Final GMP
02	04	Masonry		761,188	Masonry Builders
03	07	Roofing		481,137	Sutter Roofing
04	23	HVAC		136,241	Trane
05	26	Electrical_Lighting		81,343	Envision
06	26	Electrical_Gear		55,910	Siemens
07	28	Fire Alarm		25,743	CES
		Subtotal A		**$ 1,541,562**	
		Design Fee		$ -	NIC
		Preconstruction Costs		$ -	In Separate Agreement
		Permit		$ -	NIC
		Subcontractor Default Insurance		$ 18,961	1.23% on Subcontracted Costs
		Subtotal B		**$ 1,560,523**	
		Fee (Overhead & Profit)		$ -	In Final GMP
		Subtotal C		**$ 1,560,523**	
		Insurances	1.25%	$ 19,507	
		Builder's Risk		$ -	By Owner
		Total		**$ 1,580,030**	
		Contingency		$ -	In Final GMP
		P&P Bond	1.00%	$ 15,800	
		Grand Total		**$ 1,595,830**	

3. Clarifications

These clarifications are intended to identify decisions and assumptions made in developing this Proposal. In some cases, we are identifying what has been changed from the documents. In other cases, we indicate what is included in the absence of sufficient information. In the event of a discrepancy between these, and the Designer's Documents, these Clarifications and Allowances will take precedence.

The bid is based upon the following set of documents:

- Project Manual Vol. 1 and Vol. 2 dated 08/11/2023 by Schenkel Shultz
- Architectural and General plans dated 08/23/2023 by Schenkel Shultz
- MEPFP plans dated 08/23/2023 by Engineering Matrix
- Structural plans dated 08/23/2023 by BBM Structural
- Civil plans dated 08/23/2023 by Stantec

Division 04 – Masonry

1. We have not included a rowlock brick masonry window detail as shown on E14 of sheet A622.
2. We have included Interstate Brick products for brick and CMU veneer color selections based on review and approval as outlined in Preconstruction RFI #4. Oldcastle to distribute this locally to the masonry subcontractor. (Brick sample pending approval from Manatee County School District)
3. We have not included any allowance in Masonry for design development or detail advancement, which may occur upon completion of 100% Construction Documents. Further refinement of pricing will be required with the final set of construction documents reviewed and priced by the low/successful early-procurement subcontractor. Any change in pricing will be included with the final GMP.

Division 07 – Thermal and Moisture

1. We have not included any allowance in Roofing for design development or detail advancement, which may occur upon completion of 100% Construction Documents. Further refinement of pricing will be required with the final set of construction documents reviewed and priced by the low/successful early-procurement subcontractor. Any change in pricing will be included with the final GMP.
2. We have included a KEE roofing system with a membrane color of "off-white". Bright white and other tan/gray colored membrane options exist for an additional cost.
3. We have included all coping caps, collector heads, and downspouts made from .050 aluminum metals.
4. The roofing scope does not include the reglet shown in detail L6 of sheet A522, as this is atypical and not recommended or required by the manufacturer for warranty/performance.
5. The following details provided in the architectural set are not included in the proposal as they are not applicable to this project: (1) M11 of sheet A521, (2) A16 of A521.

Division 23 – HVAC Equipment

1. The HVAC Equipment for early procurement carries the following approximate delivery lead times:
    a. Air-Handling Units: 32 weeks
    b. VAV's: 8 weeks
    c. VFD's: 26 weeks

Division 23 – HVAC Equipment (continued)

2. Per Engineering Matrix specification section 237313-3, the basis of design for air-handling units is Trane Performance Climate Changer. It is our understanding the existing systems and controls at the school are manufactured by Trane. In order to extend and provide continuity with equipment and building controls systems, we recommend the purchase of Trane package.

Division 26 – Electrical Gear & Lighting

1. Per Engineering Matrix specification section 260924-7, the existing campus lighting controls basis of design is Lutron LSC-SENS-LT. The intended scope of work is to extend the existing control network into the new building. This limited options for vendor participation as Envision Lighting is the only rep/certified distributor of this system and equipment for our area.
2. Per Engineering Matrix specification section 262413-2, the existing campus switchboard manufacturer/model is Siemens Model SB3. For this reason, our recommendation is that the new classroom building panels and breakers be of similar manufacturer for continuity throughout campus.
3. The Electrical panel and circuit breakers/hardware for early procurement carry the following approximate delivery lead times:
    a. Panels: 20 weeks
    b. Circuit Breakers: 12 weeks
    c. Disconnects: 4 weeks
4. Light Fixture lead times: 4-6 weeks

Division 28 – Fire Alarm Systems Equipment

1. Per Engineering Matrix specification section 283111-5, the existing campus fire alarm manufacturer/model is Siemens Cerberus Pro Modular. The intended scope of work is to extend the existing system into the new building. This limited options for vendor participation as Commercial Electrical Systems 'CES' is the only rep/certified distributor of this system and equipment for our area.

General Clarifications

1. This proposal is valid for 30 days from the date of this pricing. If the Work of the project is delayed due to circumstances outside of the Contractor's control, cost adjustments may be required.
2. The proposal does not include material pricing escalation due to the current volatility of the market. If the work for this project is delayed, cost adjustments may be required.
3. Costs for general conditions are not included for the Early Procurement and release of equipment, fixtures, and materials. This will be included in our final GMP.
4. The proposal does not include any permit fees.

5. The proposal does not include builder's risk insurance.
6. The proposal includes GL Insurance and Subcontractor Default Insurance.
7. This proposal is subject to the accuracy of the documents provided at the time of the bid. We cannot warrant the adequacy or accuracy of these documents for coordination. Trade-specific costs included in the proposal are based solely on the documents specific to each trade. Trade-specific items not indicated on the trade-specific documents are not included. Coordination between civil, architectural, structural, and M.E.P documents is the responsibility of the design professionals. Additional costs required as a result of corrected or completed coordination are not included in this proposal.
8. Our Proposal is based upon the plans and specifications provided to us, as clarified herein. We have not provided a code compliance review and have included no allowance for potential costs due to changes required to meet current or future codes or regulations.
9. The One Year Warranty period shall extend from the date of Substantial Completion, the issuance of a temporary certificate of occupancy, or beneficial use by the Owner or User Group, whichever comes first, for each building.

4. Bid Tabulations

WILLIAMS COMPANY
General Contractors Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219

Specifications Sections: Masonry
Current Apparent Low Bid: $ 761,188 **Masonry Builders**

CSI	Description	Quant.	Unit	Masonry Builders		B&M Masonry		Pardue Masonry		VMG Masonry					
						EXCLUDES JLA									
MASONRY															
	8" CMU Wall	12,766	SQFT	Y		Y		Y		Y					
	Furnish and install 2" Rigid insulation (R-10) in air gap	12,766	SQFT	BID	37,130	Y		Y		Y					
	Furnish and install Dampproofing	12,766	SQFT	N	15,958	N	15,958	Y		Y					
	4" CMU Veneer	3,229	SQFT	Y		Y		Y		Y					
L1, A522	1x blocking at Scupper opening (CMU top of wall)	20	LNFT	N	1,600										
	Brick Veneer	7,955	SQFT	Y		Y		Y		Y					
	CMU Lintels	100	LNFT	Y		Y		Y		Y					
	Furnish and Install Loose Lintel & Steel Angles			N	15,000	N	15,000	N	15,000	N	15,000				
A1, A521	Angle, Weep and Flashing	738	LNFT	Y		Y		Y		Y					
	CMU Bond Beam	738	LNFT	Y		Y		Y		Y					
	CMU at aluminum windows	168	SQFT	Y		Y		Y		Y					
	Furnish and install rebar, grout, misc.	23,966	SQFT	Y		Y		Y		Y					
	Install steel door lintels furnished by others	4	EACH	Y		Y		Y		Y					
	Grout HM frames	4	EACH	N	3,600	N	3,600	Y		Y					
	Mock-Up	1	LSUM	Y		Y		Y		Y					
	Include block-out for aluminum windows/ storefront	48	EACH	Y		Y		Y		Y					
	Cost Escalations	1	LSUM	BID	5,440	N	5,440	Y		Y					
	Documents														
	8/23/2023														
	Schedule														
	Agreement to Preliminary Schedule Requirements														
	Insurance & Bonding														
	Williams Company Tiered Insurance Requirements														
	Bonding				-		-		-		-		-		-
	Base Bid				682,460		725,000		1,035,749		1,107,545				
	Adjustments				78,728		39,998		15,000		15,000		-		-
	Total Cost				761,188		764,998		1,050,749		1,122,545		-		-

WILLIAMS COMPANY
General Contractors
Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219

Specifications Sections: Roofing
Current Apparent Low Bid: $ 481,137 Sutter Roofing

CSI	Description	Quant.	Unit	Sutter Roofing		Atlas-Apex		Roofing & Renovations							
								DISQUALIFIED							
								ALTERNATE MNFR							
ROOFING															
	Membrane Roofing (Fibertite KEE, 36mil White)	28,633	SQFT	Y		Y		CARLISLE							
	Fully-adhered membrane w/ cover board	23,747	SQFT	BID	44,665	Y									
	R-30 Insulation	23,747	SQFT	BID	20,374	Y									
M1, A521	Fiberglass-Matt Faced Gypsum Roof Board @ Parapet walls	4,886	SQFT	BID	14,924	BID	23,750								
	Roof blocking	698	LNFT	Y		Y									
	Coping Cap	698	LNFT	Y		Y									
	RTU Flashing	60	LNFT	Y		Y									
	Exhaust Fan Flashing	20	LNFT	Y		Y									
	Mech Roof Penetration	80	LNFT	Y		Y									
	VTR's	7	EACH	Y		Y									
	Tapered Roof Crickets	12	EACH	Y		Y									
L1, A522	Termination Bar, Scupper Flashing	10	EACH	Y		Y									
	Scupper	10	EACH	Y		Y									
	Downspout	170	LNFT	Y		Y									
	Connection Boots	10	EACH	Y		Y									
	Walkway Pads	582	SQFT	Y		Y									
	Access Hatch	1	EACH	Y		Y									
	Provide 20-year manufacturer warranty	1	LSUM	Y		Y									
	Additional Work Allowance	1	ALL	BID	5,000	BID	5,000								
	Documents														
	8/23/2023														
	Schedule														
	Agreement to Preliminary Schedule Requirements														
	Insurance & Bonding														
	Williams Company Tiered Insurance Requirements														
	Bonding				-		-		-		-		-		-
	Base Bid				396,174		479,800		430,000						
	Adjustments				84,963		28,750		-		-		-		-
	Total Cost				481,137		508,550		430,000		-		-		-

WILLIAMS COMPANY
General Contractors
Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219

Specifications Sections: HVAC
Current Apparent Low Bid: $ 136,241 Trane

CSI	Description	Quant.	Unit	York / JCI		Daikin		Trane							
					Slade Ross		Carroll Air								
HVAC EQUIPMENT															
	Chilled Water Air-Handling Units (AHU8-1, 8-2)	2	EA	Y		Y		Y							
	VFD's	2	EA	Y		Y		Y							
	VAV's	24	EA	Y		Y		Y							
	Factory-mounted controls			N	12,000	N	12,000	Y							
	Sales Tax			N	7,141	N	7,662	N	8,913						
	Warranty			Y		Y		Y							
	Documents														
	8/23/2023														
	Schedule														
	Agreement to Preliminary Schedule Requirements														
	Insurance & Bonding														
	Williams Company Tiered Insurance Requirements														
	Bonding										-		-		-
	Base Bid				102,021		109,450		127,328						
	Adjustments				19,141		19,662		8,913		-		-		-
	Total Cost				**121,162**		**129,112**		**136,241**		**-**		**-**		**-**

Per Engineering Matrix specification section 237313-3 basis of design for air-handling units is Trane Performance Climate Changer. It is our understanding the existing systems and controls at the school are manufactured by Trane. In order to extend and provide continuity with equipment and building controls systems we recommend purchase of Trane package.

WILLIAMS COMPANY
General Contractors
Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219

Specifications Sections: Lighting
Current Apparent Low Bid: $ 81,343 Envision

CSI	Description	Quant.	Unit	Sesco		Tampa Bay Lighting		Envision							
					DISQUALIFIED		DISQUALIFIED								
					NO LIGHTING		NO LIGHTING								
LIGHT FIXTURES					CONTROLS		CONTROLS								
	Occupancy Sensor Switch	13	EACH	N		N		Y							
	Ceiling Vacancy Sensor	38	EACH	N		N		Y							
	Type A - 2x4	204	EACH	Y		Y		Adj.	2,699						
	Type AE - Emergency 2x4	53	EACH	Y		Y		Adj.	1,620						
	Type B - 1x4	11	EACH	Y		Y		Y							
	Type BE - Emergency 1x4	8	EACH	Y		Y		Y							
	Type C - 6" recessed LED can	2	EACH	Y		Y		Y							
	Type CE - Emergency 6" recessed LED can	4	EACH	Y		Y		Y							
	Type D - LED utility strip light	3	EACH	Y		Y		Y							
	Type DE - Emergency LED utility strip light	12	EACH	Y		Y		Y							
	Type S - 34" wall sconce	1	EACH	Y		Y		Y							
	Type SE - Emergency wall sconce	2	EACH	Y		Y		Y							
	Type W - LED wall sconce	22	EACH	Y		Y		Y							
	Type WE - Emergency LED wall sconce	4	EACH	Y		Y		Y							
	Type X - Exit Light	8	EACH	Y		Y		Y							
	Spare Lense / Batteries			N		N		Y							
	Sales Tax			N	2,907	N	4,309	N	5,039						
	Documents														
	8/23/2023														
	Schedule														
	Agreement to Preliminary Schedule Requirements														
	Insurance & Bonding														
	Williams Company Tiered Insurance Requirements														
	Bonding										-		-		-
	Base Bid				41,532		61,551		71,985						
	Adjustments				2,907		4,309		9,358		-		-		-
	Total Cost				**44,439**		**65,860**		**81,343**		**-**		**-**		**-**

Per Engineering Matrix specification section 260924-7 existing campus lighting controls basis of design is Lutron LSC-SENS-LT. The intended scope of work is to extend the existing control network into the new building. This limited options for vendor participation as Envision Lighting is the only rep / certified distributor of this

WILLIAMS COMPANY
General Contractors
Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219

Specifications Sections: Electrical Gear
Current Apparent Low Bid: $ 55,910 Siemens

CSI	Description	Quant.	Unit	Siemens		Graybar		Eaton (Square D)							
							ALTERNATE		ALTERNATE						
ELECTRICAL GEAR															
	1HH1 panel	1	EA	Y		Y		Y							
	1HH2 panel	1	EA	Y		Y		Y							
	1HC1A panel	1	EA	Y		Y		Y							
	1H1A panel	1	EA	Y		Y		Y							
	1HC1B panel	1	EA	Y		Y		Y							
	1HC1C panel	1	EA	Y		Y		Y							
	1H1B panel	1	EA	Y		Y		Y							
	1H1C panel	1	EA	Y		Y		Y							
	Provide all breakers & spares	1	EA	Y		Y		N	20,000						
	Sales Tax			N	3,658	N	3,977	N	4,078						
	Documents														
	8/23/2023														
	Schedule														
	Agreement to Preliminary Schedule Requirements														
	Insurance & Bonding														
	Williams Company Tiered Insurance Requirements														
	Bonding										-		-		-
	Base Bid				52,252		56,808		38,263						
	Adjustments				3,658		3,977		24,078		-		-		-
	Total Cost				**55,910**		**60,785**		**62,341**		**-**		**-**		**-**

Per Engineering Matrix specification section 262413-2 existing campus switchboard manufacturer / model is Siemens Model SB3. For this reason our recommendation be that new classroom building panels and breakers be of similar manufacturer for continuity throughout campus.

WILLIAMS COMPANY
General Contractors
Construction Managers

SDMC - Parrish Community High School Classroom Addition
7505 Fort Hamer Road Parrish FL 34219

Specifications Sections: Fire Alarm
Current Apparent Low Bid: $ 25,743 CES

CSI	Description	Quant.	Unit		CES			NO BID							
								Sciens Building Solutions							
FIRE ALARM								VSC Fire							
								APG Electric							
	SIEMENS							Fire Bridge Alarm Systems							
	Cerebrus Pro Modular panel	1	EA	Y				Weaver Fire Protection							
	Tie-In Loop Card	1	EA	Y											
	Power Supplies	12	EA	Y											
	Pull Stations	4	EA	Y											
	Smoke Detectors	24	EA	Y											
	Horn Strobes	7	EA	Y											
	Speaker Strobes	42	EA	Y											
	Relay Module Units	4	EA	Y											
	Sales Tax	7%		Y											
	Documents														
	8/23/2023														
	Schedule														
	Agreement to Preliminary Schedule Requirements														
	Insurance & Bonding														
	Williams Company Tiered Insurance Requirements														
	Bonding							-		-		-		-	-
	Base Bid					25,743									
	Adjustments					-		-		-		-		-	-
	Total Cost					**25,743**		**-**		**-**		**-**		**-**	**-**

Per Engineering Matrix specification section 283111-5 existing campus fire alarm manufacturer / model is Siemens Cerberus Pro Modular. The intended scope of work is to extend the existing system into the new building. This limited options for vendor participation as Commercial Electrical Systems 'CES' is the only rep / certified distributor of this system and equipment for our area.

AGENDA ITEM NO. 12.8

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Authorize the Superintendent to execute a Certificate of Occupancy for the District regarding the Freedom Elementary School - Classroom Addition (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent, or his designee, to execute a Certificate of Occupancy for the Freedom Elementary School - Classroom Addition. Substantial Completion has been established by the Project Architect and Construction Manager as July 19, 2023.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Freedom Elementary School Classroom Addition Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends the approval to authorize the Superintendent to execute a Certificate of Occupancy for the District regarding the Freedom Elementary School - Classroom Addition (No Financial Impact)

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Freedom Elementary Classroom Addition Summary Sheet
Freedom ES Classroom Addition Substantial Completion

Freedom Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Harvard Jolly Architects — Currently on the District's continuing contracts list
CONSTRUCTION MANAGER: McIntyre Elwell & Strammer General Contractors, Inc. — Currently on the District's continuing contracts list
BUILDING OFFICIAL: N/A

PROJECT BUDGET:

$ 4,550,000.00	Revised Total Project Budget (Budget Workshop 8/12/2022)
$ 3,932,400.00	Original Total Project Budget (12/14/21)

HISTORY: Freedom Elementary School was built in August 2003 and has 756-student stations The school is located north of State Road 64 and adjacent to Carlos B. Haile Middle School.

SCOPE: The scope of work as documented in 100% construction documents dated June 1, 2022 will include, but is not limited to, an eight (8) classroom building addition adding 160 student stations, and adding student restrooms adjacent to the existing covered playground structure.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 182,200.00	December 14, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	August 9, 2022	Approved	Construction Documents
TOTAL	$ 182,200.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 15,000.00	December 14, 2021	Approved	Pre-Construction Services
Amendment 1:	$3,894,408.00	August 9, 2022	Approved	Guaranteed Maximum Price - Amendment 1
Change Order 1:	$ (83,938.00)	December 13,2022	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (5,236.28)	December 13,2022	Approved	Deduct Sales Tax Savings
Change Order 3:	$ (245,072.94)	June 13, 2023	Approved	Deduct Direct Materials Purchased
Substantial Completion:	$ -	October 24, 2023	Pending	Substantial Completion - July 19, 2023
TOTAL	$3,575,160.78			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

SUBSTANTIAL COMPLETION

Project: **Freedom Elementary Classroom Building Addition**
Location: 9515 FL-64
Bradenton, FL 34212

Project Number: **3951575960**

Contract Date: 12/15/2021

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

Date of Issuance: 7/19/2023

AE: Harvard Jolly-PBK Architecture
2714 Dr MLK Jr Street North
St. Peterburg, FL 33704

CM: McIntyre Elwell & Strammer
General Contractors, Inc.
1645 Barber Road
Sarasota, FL 34240

Project or Designated Portion shall include:

Area of Building 2 renovation which includes Classroom 201, 203, 251, and 255. Corridors 200C, 200D, 250C and 250D. New doors connecting building 2 to the exterior and building 2 to building 9 are not included. Attachment indicates on floor plan, area of building 2 outlined in red, which is covered in this substantial completion.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

7/19/2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

N/A

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Harvard Jolly-PBK Architecture		09/14/23
ARCHITECTURAL FIRM	BY Ingrid Docken	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (7) seven days from the above date of Substantial Completion.

McIntyre Elwell & Strammer General Contractors, Inc.		9/15/23
CONTRACTOR	BY Josh Tomlinson, VP	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at **5:00pm** (time) on **7/19/2023** (date).

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

AGENDA ITEM NO. 12.9

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid for Accordion Doors or Walls, Automatic, Overhead, TG Roll-up, Storefront- Maintenance, Repair and Installation, SDMC No. 24-0073-MR, Estimated in the Amount of $150,000.00 (Local Capital Improvement)

Executive Summary
The intent of this bid is for repair or replacement of accordion doors or walls, automatic, overhead, Transglobal (TG) roll-up, and storefront as needed district-wide on an hourly basis plus material markup. Current projects include Harllee Center for the installation of 2 new classroom dividers for new student evaluations. Award is recommended to all responsive suppliers.

The requested contract is for the period of October 11, 2023, through October 31, 2026. This bid is for a period of three years with the option to renew for two additional one-year periods.

Historical expenditures are as follows:
- Fiscal Year 2022-2023: $16,065.00

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The bid is recommended for award to:
D.H. Pace Company, Inc., Tallahassee, FL, Florida Document No. F09000003453
Precision Service Installation, LLC., San Antonio, FL, Florida Document No. L22000003033
Additional suppliers may be added by the district as needed.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the bid for accordion doors or walls, automatic, overhead, TG roll-up, storefront- maintenance, repair and installation, SDMC No. 24-0073-MR, estimated in the amount of $150,000.00. (Local Capital Improvement)

Financial Impact
The funding sources for these annually estimated expenditures is Local Capital Improvement and is included in Maintenance, Operations & Central Distribution Warehouse Department and is included in the approved budget for 2023/2024.

Contact
Submitting Department: Maintenance, Operations & Central Distribution Warehouse
Initiated By: Todd Henson

Attachments:
DH Pace Company
Precision Service Installation

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0073-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and DH Pace Company Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT - MAINTENANCE, REPAIR AND INSTALLATION, SDMC No. 24-0073-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from October 24, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:
Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation.

Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 453995

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** TThe Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Ryan DiCocco DH Pace Company4951 Tampa West BLVD Tampa, FL 33634
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
DH Pace Company CONTRACTOR/COMPANY NAME	4951 Tampa West BLVD Tampa, FL 33634 ADDRESS
PHONE 813-329-3667	EMAIL commervicefl@dhpace.com
TYPE OR PRINT NAME Ryan DiCocco	TITLE District Manager VP
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">
The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: August 25, 2023</td></tr>
<tr><td>CONTACT PERSON: Melody Ryan</td><td colspan="2"></td></tr>
<tr><td>Telephone #: 941-708-8770 ext. 41129</td><td colspan="2"></td></tr>
<tr><td>Email address:
ryan@manateeschools.net</td><td colspan="2"></td></tr>
<tr><td>TITLE: ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT - MAINTENANCE, REPAIR AND INSTALLATION</td><td>NUMBER: 24-0073-MR</td><td>SUBMITTAL DEADLINE: September 20, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE – N/A
LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: September 11, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td>LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):

CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="5">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for various types of doors such as accordion doors or walls, automatic, overhead, Transglobal (TG) roll-up, store front-maintenance, repair, and installation services as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **October 11, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.

6**. Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible to provide accordion doors or walls, automatic, overhead, TG roll-up, store front- maintenance, preventative maintenance, repair, and installation of new products. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete all installs and repairs.

All materials, products utilized and work performed in the installation, maintenance, extension and alteration of any and all work within or adjacent to any structure must conform to all applicable codes and shall fully conform to the current Florida Building Code, in addition to any applicable local, state, and Federal regulations and codes and any SDMC requirements. Contract must abide by all State of Florida Statutes.

Contractor will assist SDMC in identifying the best repair considerations for each project. The Contractor shall determine the quantities of material required for each project.

Contractor must define process and requirements for quoting of jobs.

EXPERIENCE

The Bidder shall have been in the provision of the required goods and services herein for a minimum of Years (2) year(s) and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts). Failure to provide said proof may be grounds for rejection of Bid. The Bidder must prove validity of the stated documents to be in effect at the time of bid opening. The Bidder must provide written evidence that it maintains a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SERVICE REQUIREMENTS

The Contractor shall respond to request and provide written quotes or written estimate with in five (5) business days of request from SDMC authorized representative or Project Coordinator.

The Contractor shall respond within two (2) hours to emergency request by SDMC authorized representative or Project Coordinator.

The Contractor shall provide service in a timeline as agreed upon from receipt of purchase order.

SERVICES

The required services are listed herein, including necessary resources, deliverables, quality of performance and project requirements that the Contractor must comply with during the provision of goods and services.

Operable & Accordion Walls & Doors

Preventative maintenance services shall include, but are not limited to, inspecting the condition of:

- panels, sections, stiles, and rails; including the tightening of all nuts and bolts; and
- hardware and locks; lubricate where required; and
- vertical tracks and rollers; check the track space for ¼" side play; and
- spring counterbalance, extension springs, and cable drum; and
- torsion spring cables; equal tension and lubrication; and
- chain hoist, reduction unit, chains, sprockets, safety items, and control station; lubricate where required; and
- electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections, and trolley tracks). Lubricate the motor, reducer, and chain; tighten all nuts, bolts, and connections; and • door seals; replace as needed; and
- remotes, safety features, and warning lights.

All Types of overhead, roll-up, sliding doors, gates electric or other parking garage electronic arms, automatic or store front doors, accordion doors & walls, maintenance, repair, and installation.

Maintenance Services shall include, but are not limited to:

- panels, sections, stiles, and rails; including the tightening of all nuts and bolts; and
- hardware and locks; lubricate where required; and
- vertical tracks and rollers; check the track space for ¼" side play; and
- spring counterbalance, extension springs, and cable drum; and
- torsion spring cables; equal tension and lubrication; and
- chain hoist, reduction unit, chains, sprockets, safety items, and control station; lubricate where required; and
- electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections,
  and trolley tracks). Lubricate the motor, reducer, and chain; tighten all nuts, bolts, and connections; and
- door seals; replace as needed; and
- remotes, safety features, and warning lights.

Installation Construction

- The installation construction consists of two parallel, accordion-type walls of panels independently suspended with no pantographs or inter-connections except at the lead posts.
- The panels are cold rolled vinyl-clad 24-gauge steel and have corrugated faces. The vinyl shall be permanently bonded to the face of the steel panels with a heat and

pressure process before the panels are formed. Panels shall be connected by full-height vinyl hinges.

- The interior surfaces of both walls shall be completely covered with a continuous blanket of two-pound density foilbacked fiberglass fastened in place with steel spring clips.
- Each panel shall be suspended by a 5/16-inch (.008) diameter aluminum hanger pin and a 1-inch (.025) diameter nylon-tired ball bearing roller. Each lead post shall be suspended by a 12-wheel ball-bearing trolley.
- The lead posts shall be of 16-gauge cold rolled steel and shall be connected to the body of the partition by specially formed steel panels. The lead post hardware shall include standard grip-type handles and a sliding latch to effect closure.
- The perimeter seals shall consist of continuous extruded vinyl sweep strips attached to the top and bottom of the partition. The leading edges of the lead posts and receiver posts shall be acoustically sealed by extruded vinyl interlocking seals.
- The acoustical performance shall be measured for a sound transmission class rating of 43 when tested in accordance with the requirements of ASTM E-90.
- The structural support of the existing system is not adequate for any proposed replacement system, the structural system required for suspending the accordion partition shall be designed and installed by the contractor, in accordance with ASTM E557 and the manufacturer's shop drawings.
- The sound insulation baffles for the plenum area above the track system, under the permanent floor, inside air ducts passing over and/or around the accordion partition, and in permanent walls adjoining the partition shall be by the Contractor to the extent that it presently exists (i.e., like-for-like basis).
- The proper and complete preparation of the accordion partition opening shall be completed in accordance with ASTM E557 and shall include floor leveling; plumpness of adjoining permanent walls; substrate and/or ceiling tile enclosures for the track system. Painting and touch-up of trim shall be completed by the Contractor. The other materials adjoining the head and jamb areas of the accordion partition shall also be completed by the Contractor. The Contractor shall remove the existing receiving jamb where presently attached; no replacement jamb is required.
- The contractor shall patch and paint the receiving jamb wall.

System Product Quality

- The system shall be acoustically rated in accordance with ASTM E90 and ASTM E413 test procedures and shall be rated no less than STC 38.
- The acoustical rating of the accordion partitions shall have been tested in an independent laboratory in accordance with ASTM E90 and ASTM E413 test procedures.
- The fire rating for accordion partitions finish materials shall consist of Class A-rated materials in accordance with ASTM E84.
- The noise reduction for accordion folding partition assembly, identical to the partition tested for STC, tested for sound absorption performance according to ASTM C423 and rated no less than NCR 28.

- The partitions shall be installed according to the manufacturer's specifications and all ASTM guidelines.

Specific Requirements

- The Contractor shall be able to maintain all types of overhead, roll-up, sliding doors, gates, and parking garage electric arms. This shall include but not be limited to manual, electric, motion sensor, and barrier gates (as used in parking garages and lifts) manual and/or electronic.
- The Contractor shall be certified by the manufacturer to perform inspections and/or repairs on all types of SDMC doors as stated above.
- The Contractor shall maintain adequate parts stock and have reliable parts sources for servicing all types and manufacture of doors and gates, including OEM parts.
- The Contractor must be able to respond to non-emergency calls within five (5) days.
- The emergency calls must be responded to within two (2) hours. An emergency is to be determined as follows:
    - ➢ Door will not close, creating a security issue.
    - ➢ Door area is unsafe to enter or exit.
    - ➢ Door will not open causing a delay in routine operation.
- The Contractor shall notify SDMC personnel before any replacement parts are installed.
- The Contractor shall notify SDMC personnel of any unsafe door immediately.
- The Contractor shall check door panels and sections for any weathering or deterioration (i.e., rust, paint blisters, peeling, etc.)
- The Contractor shall check for any damaged panels or sections, stiles, and rails.
- The Contractor shall check the condition of all hardware and locks; lubricate where required.
- The Contractor shall check the condition of the vertical tracks and rollers.
- The Contractor shall check the condition of the spring counterbalance.
- The Contractor shall check the condition of the extension springs.
- The Contractor shall check the torsion spring cables for equal tension and lubricate the torsion spring.
- The Contractor shall check the condition and operation of the chain hoist, reduction unit, chains, sprockets, and safety items; lubricate where required.
- The Contractor shall check the condition and operation of the control station.
- The Contractor shall check the control and operation of the electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections, and trolley tracks); lubricate the motor, reducer, and chain.
- The Contractor shall tighten all nuts, bolts, and connections.
- The Contractor shall check all door seals and replace them where required.
- The Contractor shall check the operation of all remotes, safety features, and warning lights.
- The Contractor shall provide a detailed report of any existing problems to SDMC personnel with suggested corrective action.

Deliverables. Below, SDMC identifies project deliverables required for the services to be successfully completed, including any time-sensitive milestones or deliverables:

Must be able to meet response times per bid specifications, emergency, or day-to-day needs.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables and all fuel costs) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

Finishes: Colors shall be selected from manufacturers standard color.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

QUALITY CONTROL

The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

DELIVERY AND STORAGE OF MATERIALS

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of materials.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price for maintenance, repairs and instalaltion: Please use this bid form.

SECTION A: Accordion Walls and Doors on a time and materials.

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**

SECTION B: Automatic on a time and materials

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**

SECTION C: Overhead on a time and materials		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**
SECTION D: TG Roll up on a time and materials		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's	_____ % **Maximum 10% markup**

SECTION E: Store Front on a time and materials		
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**
F. SUBCONTRACTORS		
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of services and only used with prior written approval from the Maintenance representative.		
1.	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
G. RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
1.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;

b. Complete Business Address;
c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.

7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
September 11, 2023	Questions/Clarifications due
September 12, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 20, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	The **evaluation meeting (if required)** will be held virtual via "Teams" scheduled for September 25, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About September 27, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 10, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____ Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____ Phone #:_____ Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT -MAINTENANCE, REPAIR AND INSTALLATION , SDMC 24-0073-MR

CONTRACT PERIOD: OCTOBER 11, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT -MAINTENANCE, REPAIR AND INSTALLATION , SDMC 24-0073-MR

Bids Due: 3:00 p.m., Monday, September 25, 2023

	SECTION A: Accordion Walls and Doors					
Bidder's Name	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	**$64.00**		**$64.00**		**8%**	

	SECTION B: Automatic					
Bidder's Name	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

	SECTION C: Overhead					
Bidder's Name	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

	SECTION D: TG Roll up					
Bidder's Name	1. Standard working hours		2.Non-standard working hours		3. Materials are to be billed at net	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

TABULATION OF BIDS ON ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT -MAINTENANCE, REPAIR AND INSTALLATION , SDMC 24-0073-MR

Bids Due: 3:00 p.m., Monday, September 25, 2023

Bidder's Name	SECTION E: Store Front					
	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

Bidder's Name	F. Sub Contracts. A MAXIMUM OF 10% MARK-UP		G. Rental Equipment. A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**10%**		**10%**	
Precision Service Installation, LLC.	**8%**		**8%**	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: DH Pace Company

TELEPHONE NUMBER: 813-329-3667

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0073-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Precision Service Installation, LLC. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT - MAINTENANCE, REPAIR AND INSTALLATION, SDMC No. 24-0073-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from October 24, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:
Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation.

Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1900136

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Christopher DesHotels Precision Service Installation, LLC. 31960 Pasco Road San Antonio, FL 33576
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Precision Service Installation, LLC. CONTRACTOR/COMPANY NAME	31960 Pasco Road San Antonio, FL 33576 ADDRESS
PHONE 407-302-2286	EMAIL jeremy@psicrew.com
TYPE OR PRINT NAME Christopher DesHotels	TITLE President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: August 25, 2023**	
TITLE: ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT - MAINTENANCE, REPAIR AND INSTALLATION	**NUMBER: 24-0073-MR**	**SUBMITTAL DEADLINE: September 20, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: September 11, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for various types of doors such as accordion doors or walls, automatic, overhead, Transglobal (TG) roll-up, store front-maintenance, repair, and installation services as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **October 11, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.

6**. Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible to provide accordion doors or walls, automatic, overhead, TG roll-up, store front- maintenance, preventative maintenance, repair, and installation of new products. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete all installs and repairs.

All materials, products utilized and work performed in the installation, maintenance, extension and alteration of any and all work within or adjacent to any structure must conform to all applicable codes and shall fully conform to the current Florida Building Code, in addition to any applicable local, state, and Federal regulations and codes and any SDMC requirements. Contract must abide by all State of Florida Statutes.

Contractor will assist SDMC in identifying the best repair considerations for each project. The Contractor shall determine the quantities of material required for each project.

Contractor must define process and requirements for quoting of jobs.

EXPERIENCE

The Bidder shall have been in the provision of the required goods and services herein for a minimum of Years (2) year(s) and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts). Failure to provide said proof may be grounds for rejection of Bid. The Bidder must prove validity of the stated documents to be in effect at the time of bid opening. The Bidder must provide written evidence that it maintains a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SERVICE REQUIREMENTS

The Contractor shall respond to request and provide written quotes or written estimate with in five (5) business days of request from SDMC authorized representative or Project Coordinator.

The Contractor shall respond within two (2) hours to emergency request by SDMC authorized representative or Project Coordinator.

The Contractor shall provide service in a timeline as agreed upon from receipt of purchase order.

SERVICES

The required services are listed herein, including necessary resources, deliverables, quality of performance and project requirements that the Contractor must comply with during the provision of goods and services.

Operable & Accordion Walls & Doors

Preventative maintenance services shall include, but are not limited to, inspecting the condition of:

- panels, sections, stiles, and rails; including the tightening of all nuts and bolts; and
- hardware and locks; lubricate where required; and
- vertical tracks and rollers; check the track space for ¼" side play; and
- spring counterbalance, extension springs, and cable drum; and
- torsion spring cables; equal tension and lubrication; and
- chain hoist, reduction unit, chains, sprockets, safety items, and control station; lubricate where required; and
- electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections, and trolley tracks). Lubricate the motor, reducer, and chain; tighten all nuts, bolts, and connections; and • door seals; replace as needed; and
- remotes, safety features, and warning lights.

All Types of overhead, roll-up, sliding doors, gates electric or other parking garage electronic arms, automatic or store front doors, accordion doors & walls, maintenance, repair, and installation.

Maintenance Services shall include, but are not limited to:

- panels, sections, stiles, and rails; including the tightening of all nuts and bolts; and
- hardware and locks; lubricate where required; and
- vertical tracks and rollers; check the track space for ¼" side play; and
- spring counterbalance, extension springs, and cable drum; and
- torsion spring cables; equal tension and lubrication; and
- chain hoist, reduction unit, chains, sprockets, safety items, and control station; lubricate where required; and
- electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections,
  and trolley tracks). Lubricate the motor, reducer, and chain; tighten all nuts, bolts, and connections; and
- door seals; replace as needed; and
- remotes, safety features, and warning lights.

Installation Construction

- The installation construction consists of two parallel, accordion-type walls of panels independently suspended with no pantographs or inter-connections except at the lead posts.
- The panels are cold rolled vinyl-clad 24-gauge steel and have corrugated faces. The vinyl shall be permanently bonded to the face of the steel panels with a heat and

pressure process before the panels are formed. Panels shall be connected by full-height vinyl hinges.

- The interior surfaces of both walls shall be completely covered with a continuous blanket of two-pound density foilbacked fiberglass fastened in place with steel spring clips.
- Each panel shall be suspended by a 5/16-inch (.008) diameter aluminum hanger pin and a 1-inch (.025) diameter nylon-tired ball bearing roller. Each lead post shall be suspended by a 12-wheel ball-bearing trolley.
- The lead posts shall be of 16-gauge cold rolled steel and shall be connected to the body of the partition by specially formed steel panels. The lead post hardware shall include standard grip-type handles and a sliding latch to effect closure.
- The perimeter seals shall consist of continuous extruded vinyl sweep strips attached to the top and bottom of the partition. The leading edges of the lead posts and receiver posts shall be acoustically sealed by extruded vinyl interlocking seals.
- The acoustical performance shall be measured for a sound transmission class rating of 43 when tested in accordance with the requirements of ASTM E-90.
- The structural support of the existing system is not adequate for any proposed replacement system, the structural system required for suspending the accordion partition shall be designed and installed by the contractor, in accordance with ASTM E557 and the manufacturer's shop drawings.
- The sound insulation baffles for the plenum area above the track system, under the permanent floor, inside air ducts passing over and/or around the accordion partition, and in permanent walls adjoining the partition shall be by the Contractor to the extent that it presently exists (i.e., like-for-like basis).
- The proper and complete preparation of the accordion partition opening shall be completed in accordance with ASTM E557 and shall include floor leveling; plumpness of adjoining permanent walls; substrate and/or ceiling tile enclosures for the track system. Painting and touch-up of trim shall be completed by the Contractor. The other materials adjoining the head and jamb areas of the accordion partition shall also be completed by the Contractor. The Contractor shall remove the existing receiving jamb where presently attached; no replacement jamb is required.
- The contractor shall patch and paint the receiving jamb wall.

System Product Quality

- The system shall be acoustically rated in accordance with ASTM E90 and ASTM E413 test procedures and shall be rated no less than STC 38.
- The acoustical rating of the accordion partitions shall have been tested in an independent laboratory in accordance with ASTM E90 and ASTM E413 test procedures.
- The fire rating for accordion partitions finish materials shall consist of Class A-rated materials in accordance with ASTM E84.
- The noise reduction for accordion folding partition assembly, identical to the partition tested for STC, tested for sound absorption performance according to ASTM C423 and rated no less than NCR 28.

- The partitions shall be installed according to the manufacturer's specifications and all ASTM guidelines.

Specific Requirements

- The Contractor shall be able to maintain all types of overhead, roll-up, sliding doors, gates, and parking garage electric arms. This shall include but not be limited to manual, electric, motion sensor, and barrier gates (as used in parking garages and lifts) manual and/or electronic.
- The Contractor shall be certified by the manufacturer to perform inspections and/or repairs on all types of SDMC doors as stated above.
- The Contractor shall maintain adequate parts stock and have reliable parts sources for servicing all types and manufacture of doors and gates, including OEM parts.
- The Contractor must be able to respond to non-emergency calls within five (5) days.
- The emergency calls must be responded to within two (2) hours. An emergency is to be determined as follows:
    - ➢ Door will not close, creating a security issue.
    - ➢ Door area is unsafe to enter or exit.
    - ➢ Door will not open causing a delay in routine operation.
- The Contractor shall notify SDMC personnel before any replacement parts are installed.
- The Contractor shall notify SDMC personnel of any unsafe door immediately.
- The Contractor shall check door panels and sections for any weathering or deterioration (i.e., rust, paint blisters, peeling, etc.)
- The Contractor shall check for any damaged panels or sections, stiles, and rails.
- The Contractor shall check the condition of all hardware and locks; lubricate where required.
- The Contractor shall check the condition of the vertical tracks and rollers.
- The Contractor shall check the condition of the spring counterbalance.
- The Contractor shall check the condition of the extension springs.
- The Contractor shall check the torsion spring cables for equal tension and lubricate the torsion spring.
- The Contractor shall check the condition and operation of the chain hoist, reduction unit, chains, sprockets, and safety items; lubricate where required.
- The Contractor shall check the condition and operation of the control station.
- The Contractor shall check the control and operation of the electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections, and trolley tracks); lubricate the motor, reducer, and chain.
- The Contractor shall tighten all nuts, bolts, and connections.
- The Contractor shall check all door seals and replace them where required.
- The Contractor shall check the operation of all remotes, safety features, and warning lights.
- The Contractor shall provide a detailed report of any existing problems to SDMC personnel with suggested corrective action.

Deliverables. Below, SDMC identifies project deliverables required for the services to be successfully completed, including any time-sensitive milestones or deliverables:

Must be able to meet response times per bid specifications, emergency, or day-to-day needs.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables and all fuel costs) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

Finishes: Colors shall be selected from manufacturers standard color.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

QUALITY CONTROL

The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

DELIVERY AND STORAGE OF MATERIALS

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of materials.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price for maintenance, repairs and instalaltion: Please use this bid form.

SECTION A: Accordion Walls and Doors on a time and materials.

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**

SECTION B: Automatic on a time and materials

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**

SECTION C: Overhead on a time and materials		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**
SECTION D: TG Roll up on a time and materials		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's	_____ % **Maximum 10% markup**

SECTION E: Store Front on a time and materials		
1.	Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
3.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Manufacturer's:	_____ % **Maximum 10% markup**
F. SUBCONTRACTORS		
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of services and only used with prior written approval from the Maintenance representative.		
1.	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
G. RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
1.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;

b. Complete Business Address;
c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.

7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
September 11, 2023	Questions/Clarifications due
September 12, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 20, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	The **evaluation meeting (if required)** will be held virtual via "Teams" scheduled for September 25, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About September 27, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 10, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____ Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____ Phone #:_____ Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT -MAINTENANCE, REPAIR AND INSTALLATION , SDMC 24-0073-MR

CONTRACT PERIOD: OCTOBER 11, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT -MAINTENANCE, REPAIR AND INSTALLATION , SDMC 24-0073-MR

Bids Due: 3:00 p.m., Monday, September 25, 2023

	SECTION A: Accordion Walls and Doors					
Bidder's Name	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	**$64.00**		**$64.00**		**8%**	

	SECTION B: Automatic					
Bidder's Name	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

	SECTION C: Overhead					
Bidder's Name	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

	SECTION D: TG Roll up					
Bidder's Name	1. Standard working hours		2.Non-standard working hours		3. Materials are to be billed at net	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

TABULATION OF BIDS ON ACCORDION DOORS OR WALLS, AUTOMATIC, OVERHEAD, TG ROLL-UP, STORE FRONT -MAINTENANCE, REPAIR AND INSTALLATION , SDMC 24-0073-MR

Bids Due: 3:00 p.m., Monday, September 25, 2023

Bidder's Name	SECTION E: Store Front					
	1. Standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2.Non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP	
	Hourly Rate	Notes	Hourly Rate	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**$125.00**		**$187.50**		**10%**	
Precision Service Installation, LLC.	No Bid		No Bid		No Bid	

Bidder's Name	F. Sub Contracts. A MAXIMUM OF 10% MARK-UP		G. Rental Equipment. A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes
D.H. Pace Company, Inc.	**10%**		**10%**	
Precision Service Installation, LLC.	**8%**		**8%**	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Precision Service Installation

TELEPHONE NUMBER: 813-329-3667

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 12.10

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Agreement Between Align Consulting, LLC and the School Board of Manatee County for the 2023-2024 School Year, In the amount of $116,000.00 (Federal Funds)

Executive Summary
The agreement between Align Consulting, LLC. and the School Board of Manatee County will provide a One-on-Five Mentorship Program for the at-most-risk students in district schools, and also provide Trauma Informed Care training to all staff throughout the school year. The Mentorship Program will increase academic performance, build character and teach resiliency skills to our students.

Historical expenditures are as follows:

- YTD 2023-2024 $43,500.00
- 2022-2023 $86,000.00

A copy of the contract is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Ready For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval of the agreement between Align Consulting, LLC and the School Board of Manatee County for the 2023-2024 school year, in the amount of $116,000.00. (Federal Funds)

Financial Impact
The estimated expenditure will be $116,000.00 and will be expensed from funds allocated to the district from the IDEA/CEIS Grant.

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
Multifaceted Model Detailed Overview
Align Consulting School District of Manatee 101123
Align Rider 10.12.23

MULTIFACETED MODEL - AT RISK STUDENTS

Align Consulting
Ideation, Design, Implementation
Christina Gerken, CEO

2023/2024

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Two Additional Programs

07 Conclusion

Introduction

The Vision of the Multifaceted Model:
*Build **Connection, Relationship, Hope***
for the School District of Manatee County At Risk Students

Align Consulting, under the direction of Christina Gerken, worked alongside Mr. Chapman and Mr. Schrier in June of 2022 to create, design and develop a strategic initiative specific to meeting the needs of the Tier 2 and Tier 3 At Risk Students in the School District of Manatee County. The Multifaceted Model is comprised of One-to-Five Mentorship, Group Mentorship and Supportive Mentorship for In School Suspensions.

The Multifaceted Model for At Risk Students began implementation August of 2022 and piloted the 2022/2023 School Year. The 3 At Risk Programs developed and designed operationally and logistically by Align Consulting will continue/begin to be implemented by Align Consulting for the School Year 2023/2024. The focus of the Implementation is to help facilitate, coordinate, assess, streamline the organizational and logistical structure of each program in continued alignment with the School District of Manatee County for long term sustainability.

The Target Goals of the Programs implemented for the 2022/2023 School Year were measured for results to reduce the exclusionary practices such as Out of School Suspensions for all students but especially those students who have disproportionate rates of suspension, behavior referrals and attendance. The Pilot schools were selected for the Program based on a variety of data from the 2021-2022 school year. The Pilot Mentorship Programs do and will continue to increase academics, increase attendance, decrease behavior referrals and decrease out of school suspensions while at the same time build character and teach skills that enable the students to interact and grow.

The Focus of the first year pilot program:

- Focus on reduction of exclusionary practices
- Focus age: 12-17 year olds
- Focus on Tier 3 students
- Pilot Schools were chosen from data, history and administrative reference
- Mr. Schrier was the facilitator between mentoring groups and school-based administration
- Students performance was reviewed prior to the program and after the program
- Relationship and Results Focused
- Structure focused on Long Term Sustainability

What makes this Multifaceted Model for At Risk Students different? The Programs are a part of the students' school day. The process, operations and logistics in the roll out is designed to align with the School District of Manatee County protocols, structures and operations. The curriculum is approved by the school. The outcomes show the successful results. The programs help the students while eliminating staff time for additional behavior referrals and increase intake dollars for the District based on attendance. Assessments are in place to continue to build long-term sustainability. The Resiliency Standards and Strategic Goals and Metrics continue to be measured. There is a clear path for moving forward as the programs proactively work on prevention, retention and growth with measured results that are successful.

Introduction

The 3 Multifaceted Model Program Overviews:

Align Mentorship - One to Five

- **Align Mentors** are professionals from our community that are interviewed, go through a Level II Background Check, and are matched with students.
- **Align Mentors** are trained in Trauma Informed Care, setting realistic expectations, connecting and finding common ground, active listening, expectations, best practices and setting boundaries.
- **Align Mentors** come to the Student's School for 1 hour each week to meet with their student during the school year.
- **Align Mentors** utilize Elevate Students Curriculum. The mentor implements lessons to elevate students through character development, self-esteem building, encouraging academic success and coaching leadership abilities through curriculum.
- **Align Mentors b**uild long lasting relationships with the students.

- Plant A Seed - In School Suspension and/or Supplemental Curriculum
- **SDMC staff** go through a professional online 3 hour training highlighting best practices, expectations, Trauma informed Care and setting boundaries.
- **SDMC staff** use this program focusing on behavior management while allowing students to remain in a learning environment.
- SDMC staff use the curriculum to connect 1 to 1 or small group for 1/2 day each day the student is in suspension.
- SDMC staff use curriculum provided online and is printable. Each lesson is designed to meet the student right where they are at. The lessons are written for easy application and assessment.
- SDMC staff use the curriculum that provides developmentally appropriate multicultural content, encourages positive behavior and positive self worth, connects with students on a 1 to 1 basis, promotes better choices and executes equity driven instructional practices.

Plant A Seed - Elementary Large Group Program

- **SDMC staff** go through a professional online 3 hour training highlighting best practices, expectations and setting boundaries.
- **SDMC staff** use the curriculum 1 hour each week.
- **SDMC administration** choose the students that attend.
- **SDMC staff** use curriculum provided and written for easy application and assessment.
- **SDMC staff** use the curriculum that provides age-appropriate lesson plans based upon the specific needs of the students and provides developmentally appropriate multicultural content.
- **SDMC staff** use the curriculum that provides reflective lessons thought and process through traumatic situations and behavior situations that foster positive development. These lessons instruct from impartial and judgmental perspectives that promote better choices and execute equity driven instructional practices.

Our Leaders

"Bringing a team of leaders together to implement the Multifaceted Model allows for district wide positive impact for at risk students ."

~ Align Consulting CEO

Christina Gerken - Founder and CEO of Align Consulting. Collaborated, Designed and Implemented the Multifaceted Model and Programs, including the Align Mentor Program for the School District of Manatee County with Mr. Schrier and Mr. Chapman.

Missy Parameter - Founder and President of Harbor58. This Organization works with Foster Care Aging Out Youth and young adults. Harbor58 provides the training and background checks for all Align Mentors.

Carlos Portillo - Director of Ministry & Director of Juvenile Justice Ministry Director at Suncoast Youth for Christ and oversees the 180 House in Bradenton. Coordinates schools in mentoring and the Align Mentors as the Align Mentor Coordinator for Align Consulting.

Judy Gregory - Founder and President of Elevate Students. Author of the Curriculum used for Elevate Students. Accountability is captured through Next Steps each week. This curriculum is used by the Align Mentors. This curriculum is also currently in 26 other school districts across the country.

Skylor Wingate-Massie - Founder and President of Plant A Seed. This Organization provides curriculum that focuses on the specific needs of the students. Accountability is captured through the concept CREATE: create age and developmentally appropriate multicultural content. This curriculum is used for Elementary Large Group Mentorship. This curriculum is also a part of the Pittsburgh School District. Additional Curriculum was designed for In School Suspension days specific to the School District of Manatee County.

Strategic Goals and Metrics Implemented

There are specific Strategic Goals and Metrics from the READY 2026 Strategic Plan for the School District of Manatee County incorporated throughout this Multifaceted Model for At Risk Students. Each program within this model is a multilayered approach to incorporate multiple strategic goals and metrics for the Ready 2026 Strategic Plan.

https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/3758/Ready2026StrategicPlan.pdf

Ready to Learn

Strategy #1, Metric 3: Decrease by 2 percent annually the number of students demonstrating a need for Tier2/Tier 3 support per MultiTiered Systems of Support (MTSS) interventions as evidenced in Focus through the MTSS platform.

Ready to Learn

Strategy #1, Metric 4: Monitor students who received support to ensure student and program success and viability.

Ready for Life

#2 - Strategy #4 - Metric 1: Decrease the number and percentage of schools that have students with 10 percent or more days absent.

Ready for Life

#2 - Strategy #4 - Metric 2: Monitor students who received support to ensure student and program success and viability.

Ready for Life

#2 - Strategy #1 - Metric 1-4: Trauma Informed Instruction in all programs.

Ready for Life

#4 - Strategy #1 - Metric 4: Integrate critical thinking and current events into extracurricular activities.

Ready to Grow

#6 - Strategy #1 - Metric 3: Decrease the number and percentage of students receiving referrals / Out of School Suspension (OSS) by quarter / compared to previous years.

Ready to Grow

#6 - Strategy #2- Metric 2: Decrease the number and percentage of students with an MTSS intervention plan for behavior.

Ready to Grow

#2- Strategy #3 - Metric 1: Increase the number of surveys deployed during a school year to staff and teachers.

Ready to Grow

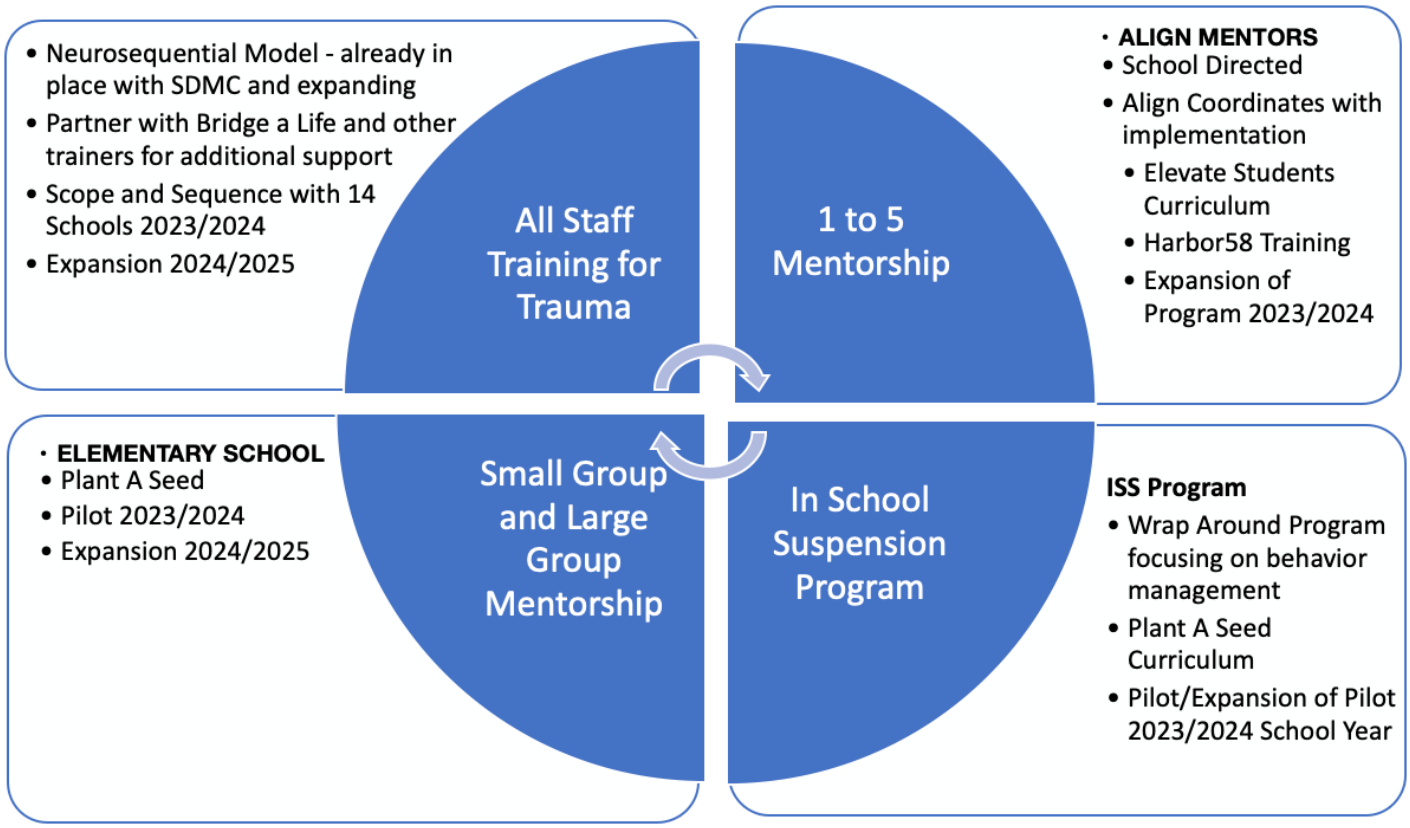
#6 - Strategy #2 - Metric 3: Decrease the number and percentage of students with repeated referrals and-or OSS (more than 1).

The Workflow

The workflow diagram clearly identifies each key component of the working multifaceted model for at risk students. This multifaceted model provides:

- additional support to Tier 2 and Tier 3 students
- guidance, curriculum content and support for staff working with In-School Suspensions
- thorough training for staff and mentors
- easy to implement curriculum with flexibility to accommodate each school's needs in large group mentorship for Tier 2 and Tier 3 students
- high level training on trauma and adverse childhood experience for staff in each program provided in this model

Aligning each key component to work together is integral to the success in meeting students where they are at, providing additional connection for students and staff, integrating staff training on trauma and adverse childhood experiences, providing curriculum focused on life skills, behavior management tools and character building. These programs provide support in accelerating the positive changes in behavior, academics and attendance for Tier 2 and Tier 3 students.



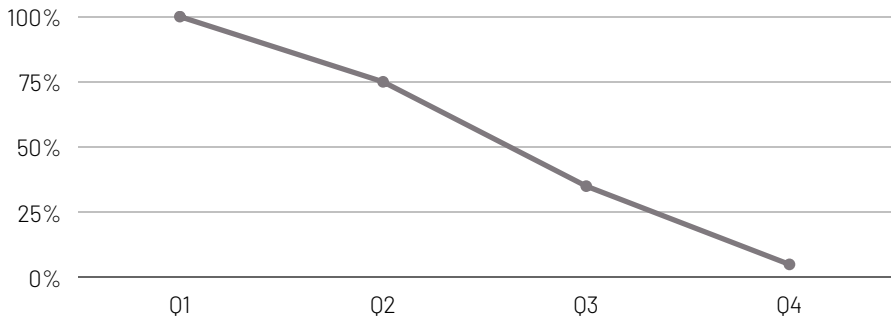
Year in Review Results

Data and Analytics are key to creating measurable results. Here is the Pilot Year in Review for Align Mentors over the next three pages. The first page is the results for the students in the program. The second page is the continued qualitative data along with the quantitative data. The third page contains the assessment results from all three groups.

Results for students in the programs

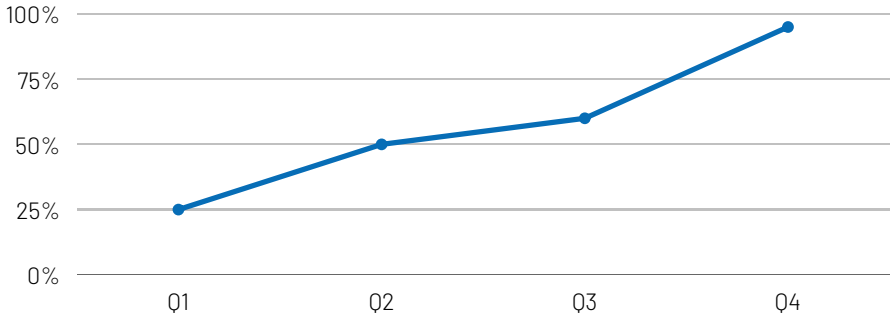
Number of Behavior Referrals

95% decrease in Behavior Referrals



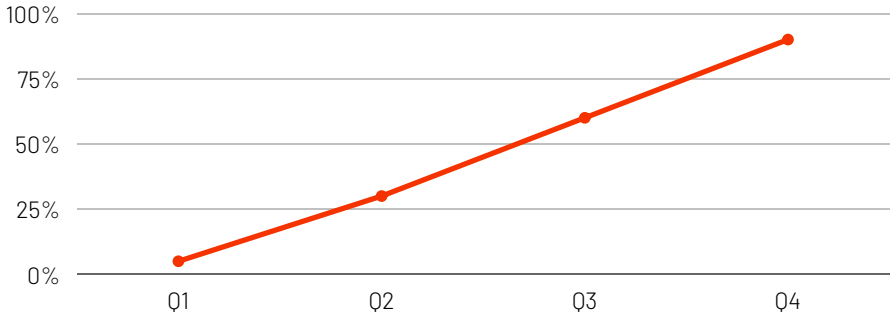
Number of those with Increased Attendance

95% increase in Attendance



Number of those with Increased Academics

90% increase in Academics



100%

School Principals from Year One:

- Want the program next year
- Earlier start for mentors - August
- Want more students to receive this opportunity with Align Mentors integrated into the school day.

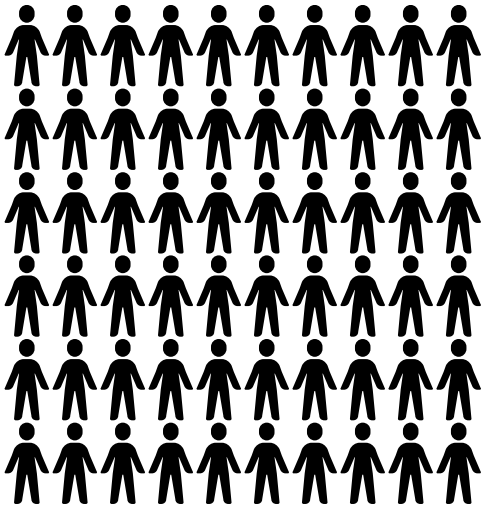
Year in Review Results

Data and Analytics are key to creating measurable results. Here is the second page of the Pilot Year in Review.

Students With Align Mentors

2022 / 2023

Total Students



62

95% increase in attendance

95% decrease in behavior

90% grade increase

100% increase character development

100%

Align Mentors returning this coming school year.

Students returning this coming school year want to continue with their Align Mentor.

Principals want it back in their schools with more mentors.

Students Results: *(highlights from hundreds of positive results and outcomes)*

- Not expected to graduate and did successfully this May.
- Students in Horizon consistently moved to other schools for positive changes made.
- Student reached out to Align Mentor for help with Mental Health and received help - a saved life.
- Student received a scholarship for college as first generation in family from Boys and Girls Club.
- Student went from an average of 30 behavior referrals each month to zero consistently.
- Student took responsibility for academics and attended tutoring after school.
- Student set goals to finish school and go to vocational school.
- Student began encouraging others to take responsibility in school for behaviors and academics.

Year in Review Results

Data and Analytics are key to creating measurable results. Here is the third page of the Pilot Year in Review.

Align Mentor Assessment Results

2022 / 2023

100% streamlined process established for onboarding
100% Ease of curriculum use
100% given all of the tools for success
100% feel valued from the District Level to the School Level

Suggestions:

- All mentors at each school meet with contact staff for the school prior to mentorship start.
- Have another option of curriculum depending on the school/student's needs.
- List of tutoring options in each school and the surrounding area.

Modifications to be made from suggestions:

- Pre-meeting with contact staff and Align Mentors for each school added to the operations and logistics of the program.
- List of tutoring options will be created in the fall for each school the Align Mentors are placed.
- Plant A Seed ISS Curriculum will be another option - already paid for, can be used online.

Students With Align Mentors

2022 / 2023

100% students returning want to stay with the same Align Mentor for this school year
100% feel valued from this program
15% the curriculum was hard to relate to sometimes

Suggestions:

- Is there other curriculum that is more relatable for the individual?

Modification made from suggestion:

- Plant A Seed ISS/Supplemental Curriculum will be another option to supplement- already paid for, approved by the district, can be used online and fits the need.

Administrative Staff Assessment Results

2022 / 2023

100% want the programs this coming school year
100% want more mentors for their students
100% saw positive results quantitatively and qualitatively

Suggestions:

- Meet the mentors prior to starting in the fall.
- Be a part of the mentor match process.

Modifications to be made from the suggestions:

- Pre-meeting with contact staff and Align Mentors for each school added to the operations and logistics of the program.
- Overview from Mentor Match Questionnaire will be shared with contact staff and work with Align Consulting Coordinator for the best match.

Next Steps

The Long Term sustainability of the Multifaceted Model continues with concrete data, assessments, consistency and growth. The following next steps are in place for the Align Mentor Program 2023/2024.

01 Grow the Align Mentors Impact

Currently there are **30 Mentors** in 8 Schools for Quarter One and Quarter Two. We would like to grow the Align Mentors to a total of **50 Mentors** for Quarter 3 and Quarter 4.

02 Increase the Number of Schools to Participate

Current Schools:

Palmetto High School
Bayshore High School
Carlos E. Haile Middle School
W.D. Sugg Middle School
Braden River Middle School
Horizon Academy
South East High School
Parrish High School

03 Develop After School Tutoring Resource

Work with staff at each school to obtain the tutoring list after school options in the surrounding area prior to the End of Quarter 1 Mentor Meeting.

04 Assessments Continue

Assessments at the beginning of the year, mid-year and end of the yer continue for staff, students and mentors.

Next Steps

The Long Term sustainability of the Multifaceted Model continues with concrete data, assessments, consistency and growth. The following next steps are suggested.

01 Choose TWO Staff per Elementary School

Choose two staff at Title I Elementary Schools to train in the PAS Elementary Program. Encourage administrators to provide an incentive for these two staff employees.

02 Pilot the Elementary Mentorship Program

Introduce to the staff with suggestions of how to integrate into the school day. In addition, include suggestions for choosing the paraprofessional/staff person. Provide a training/hybrid for the staff person (2 is suggested) from each school.

03 Grow the Pilot - In School Suspension and/or Supplemental Curriculum Program

Provide a training for Student Specialists and staff chosen by administration for the In School Suspension Program and/or Supplemental Curriculum use.

04 Develop After School Tutoring Resource

Work with staff at each school to obtain the tutoring list after school options in the surrounding area for each school participating in the Plant A Seed Programs.

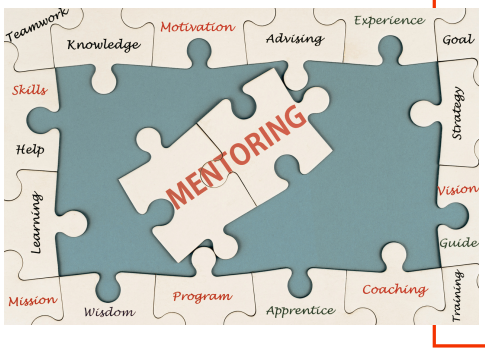
Conclusion

The MultiFaceted Model for At Risk Students has three current actionable focus areas; Growth, Connection and Communication. These focus areas continue to build a strong foundation essential to the long-term sustainability, incorporating the strategic goals and metrics and clearly communicating the success of the programs meeting those targets and bringing the community together.

Growth

Growth in all 3 Programs

- Growth in Align Mentorship
- Pilot PAS in Elementary Schools
- Pilot of ISS Program in schools.



Connection

Modify the Operations and Logistics

- Make adjustments with suggestions for students, Align Mentors and staff.

Equip Align Mentors with knowledge, education and resources for continued connection.

Communication

- What makes these programs different
- Create Video Short Stories
  - inform staff, the community to the impact
- Continue Building Partnership with Tampa Bay Rays

"Nobody cares how much you know, until they know how much you care."

~ Theodore Roosevelt

Conclusion

Align Consulting thanks the School District of Manatee County for your continued dedication and drive to increase support for the At Risk Students of the School District of Manatee County.

Align Consulting thanks Harbor58, Elevate Students, Suncoast Youth for Christ, and Plant A Seed for coming under alignment with Align Consulting and the School District of Manatee County. Thank you for all of the hard work, dedication and working with excellence in this Multifaceted Model for At Risk Students.

We thank the Tampa Bay Rays for their partnership with the Align Mentor Program in providing tickets during the season for the students.

We thank the Align Mentors and staff for your dedication, consistency and time you pour into these students.

You are making a huge impact in their lives!

Contact

Align Consulting
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11161 E St Rd 70 Suite 110 171 Lakewood Ranch, FL 34202
www.alignconsultingteams.com
(813) 520- 9368

Statement of Work

Prepared March 10, 2023

School District of Manatee County

Pilot Multifaceted Model for At Risk Student Programs

CLIENT:
School District of Manatee County
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Executive Director, Administration, Chief of Staff
Office: 941-708-8770 ext. 41178
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Initiative Consultant:
Align Consulting
Christina Gerken
CEO
Office: 813-520-9368
E: cgerken@alignconsultingteams.com

In This Document:

1. **Proposal Overview**
   + Tentative Schedule
2. **Overview of Fees**
3. **Appendix – Detail Program Overview**

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1. **Proposal Overview** **Pilot Multifaceted Model for At Risk Student Programs**

Participants: George Schrier and Kevin Chapman with the School District of Manatee and Christina Gerken with Align Consulting. As well as Organizations Harbor58, and Elevate Students for the Pilot Align Multifaceted Model Programs. The One-on-Five Mentorship Program Collaboration brings trained individuals from our community into the schools to mentor the At-Most-Risk Students in the Schools. Quarter One and Two are at Horizon, Southeast High School, Palmetto High School, Bayshore High School, Parrish High School, Braden River High School, Sugg Middle School, Braden River Middle School, and Carlos E. Haile Middle School. Quarter One and Two for Supplemental Curriculum in Middle School and High School will have trained individuals within the schools using the curriculum with the At-Most -Risk Students. Quarter One and Two for Group Mentorship in Elementary Schools will have trained individuals within the schools using the curriculum with the At-most-Risk Students. Each semester goal is expansion to new schools. This Align Multifaceted Model Program does and will continue to bring additional support to the At-Most-Risk Students and the Schools.

2. Overview of Fees:

Pilot Multifaceted Model for At Risk Students Implementation Includes: PROGRAM IMPLEMENTATION ROADMAP **Quarter Two through Four: November 2023 – June 2024** • Continue to facilitate the coordination and implementation of the Organizations for the 2 Mentorship Programs and the School's Pilot One-on-Five Mentorship Program. • Coordination and the Structure built for Implementation for the 4th portion of the Align Mentorship Model - Trauma Informed Care Training for all staff for 2023/2024 School Year. • Work with key executives to maintain the Steps for the Process, Success of the Structural Model and Systems for the Mentorship Programs with weekly touchpoints and bi-weekly meetings and Quarter End Mentor Gatherings. • Overview of Action Steps, SWOT Analysis at the end of each month for the structure of 3 Mentorship Programs. • Final Overview and Recommendations for Long Term Sustainability to maintain the successful Pilot Align Mentorship Programs and Expansion District Wide. The 3 Mentorship Programs developed and designed by Align Consulting will continue implementation by Align Consulting from November 2023 – June 2024. The focus of the Implementation is to help facilitate, coordinate, assess, streamline the organizational and logistical structure of each program in continued alignment with the School District of Manatee County. The Target Goals that will be measured for results will be to continue reducing the exclusionary practices such as Out of School Suspensions for all students but especially those students who have disproportionate rates of suspension. Target ages for the mentorship program are 12-17 years of age. Pilot schools are selected for the Programs based on a variety of data from the 2021-2022 and 2022-2023 school years. Align Consulting will continue to work with Organizations for One-to-Five Mentorship. George Schrier will be the facilitator between mentoring groups and school-based administration. All financial payments to the Organizations involved will be directly worked with through Align Consulting. The Pilot Mentorship Programs do and will continue to increase academics, build character and teach skills that enable the students to interact with a diverse group of people. Student data review will consist of student performance prior to and after being involved with a mentor. The ultimate goal will be to grow this into a district wide initiative with long-term sustainability.	$14,500.00 per month will be invoiced
Extra Deliverable • An overview of deliverables met with results and work completed will be sent at the end of each month November 2023 through June 2024. • Work not in the scope of the proposal can be requested, discussed and agreed upon with additional payment made during the contracted time.	
***TOTAL: November 2023 - June 2024**	**116,000.00**

- Pricing Valid for 30 Days from 10.01.23
- Reduced rate of 25% is applied in appreciation for the School Districts continued efforts to provide the highest quality education and support to the students. Thank you!

This Contract can be amended to add to this project and to future new projects.

Intellectual Property Ownership:
Notwithstanding anything herein to the contrary, Christina Gerken does not assign, transfer or license any third-party IP to the School District of Manatee as part of the services. The program is based on intellectual property created by Christina Gerken. Accordingly, the principals and materials are and shall remain the intellectual property of Christina Gerken. All rights reserved.

Payment Terms:
- $14,500 of fee total will be invoiced for payment per month November 30th, December 31st, January 31st, February 29th, March 31st, April 30th, and May 31st
- $14,500.00 of fee total will be invoiced for payment June 30th, 2024 as the last payment in this contract

Cancellation & Rescheduling Policy:
I am committed to your success. Once you provide signed approval of this additional proposal, I immediately block out the needed time and dates for the implementation of this project. Since these dates are reserved for your project in advance, a 15-day notice for cancellation is required.

If at any time, the client wishes to terminate the contract there will be a 25% charge of the total amount of the contract due.

Unforeseen circumstances that are outside of your control (ie, hurricanes, and illness) will be taken into account. In these types of cases I will work with you to reschedule.

ACCEPTANCE
The signatures below indicate acceptance of the details, terms and conditions of this proposal and provide approval to begin work as specified.

Please sign and return to cgerken@alignconsultingteams.com

Christina Gerken Date: October 11, 2023

Christina Gerken

X_____ Date:_____

School Board of Manatee County

SCHOOL DISTRICT OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including all attachments thereto and amendments thereof) and the terms of this rider, the rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions

shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Align Consulting Christina Gerken 11161 State Road 70 Suite 110 171 LakewoodRanch,FL 34202
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS**: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering

substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

    The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

    The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

    To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: not applicable

36. **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

37. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight

Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

    Exhibit A – Contractor Information Form

    Exhibit B - Appendix II to Part 200

    In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party	
Align Consulting, LLC CONTRACTOR/COMPANY NAME	11161 E St Rd 70 Suite 110 171 Lakewood Ranch, FL 34202 ADDRESS
PHONE (813) 520-9368	EMAIL cgerken@alignconsultingteams.com
TYPE OR PRINT NAME Christina Gerken	TITLE CEO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-751-6550	EMAIL: SCHRIERG@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: GEORGE SCHRIER	TITLE: DIRECTOR OF STUDENT SERVICES

SIGNATURES

Christina Gerken (Oct 12, 2023 13:41 EDT) Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (over $24,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Gerken, Christina	06/2027	06/02/2022 2:00pm

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal

Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 12.11

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Palma Sola Elementary School Campus Renovations - Pre-Construction Agreement Between Owner and McIntyre Elwell & Strammer General Contractors, Inc. in the Amount of $132,250.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Pre-Construction Agreement between Owner and McIntyre Elwell & Strammer General Contractors, Inc., which authorizes the Construction Management services for campus renovation and partial replacement of the Palma Sola Elementary School campus. The renovated campus will provide 508 student stations with core facilities for 596 students. The work will include demolition and replacement of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

Palma Sola Elementary School Campus Renovation Project Summary Sheet is attached for reference.

Copy of the Contract is on file in the Construction Services Department.

Funding Sources that do not require an Educational Plant Survey will be utilized.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends the approval of Palma Sola Elementary School Campus Renovations - Pre-Construction Agreement between Owner and McIntyre Elwell & Strammer General Contractors, Inc. in the amount of $132,250.00. (Capital Funds)

Financial Impact
The construction management fee for pre-construction services is not to exceed $132,250.00 and is included in the total project budget requirement of $29,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project Funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Palma Sola ES Campus Renovations CM Project Summary
Palma Sola ES CM Contract Summary 2023-845

Palma Sola Elementary School Campus Renovation

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Fleischman Garcia Maslowski Architure	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		

PROJECT BUDGET: $29,000,000.00 (10/24/2023) Proposed Project Budget

HISTORY:

SCOPE: THE SCOPE OF WORK includes Construction Management services for campus renovation and partial replacement of the Palma Sola Elementary School Campus. The renovated campus will provide 508 student stations with core facilities for 596 students. The work will include demolition and replacement of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No. Funding sources that do not require an Educational Plant Survey will be utilized.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Pending	
Agreement:	$ 1,794,680.00	October 24, 2023	Pending	Architectural / Engineering Services
TOTAL	$ 1,794,680.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Pending	
Agreement:	$ 132,250.00	October 24, 2023	Pending	Pre-Construction Services
Agreement:				Early Procurment Materials
Agreement:	$ -			Guaranteed Maxiumum Price (GMP)
TOTAL	$ 132,250.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
Agreement:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				Geotechnical Engineering Evaluation - Ardaman
Agreement:				Asbestos Testing
Agreement:				Construction Documentation - Multivista
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Palma Sola Elementary School Campus Renovations
6806 5th Avenue North West, Bradenton, Florida 34209, Manatee County

Total Project Budget:

Design Services	$ 1,800,000.00
Construction Services	$ 23,500,000.00
Owner Services	$ 2,889,440.00
FF& E Technology	$ 810,560.00
Total Project Budget	$ 29,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	October 25, 2023
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE") Fleischman Garcia Maslowski Architecture
324 Hyde Park Ave, Suite 300, Tampa, FL 33606, (813)251-4400
Marcel Maslowski - marcel@fgmfla.com

Construction Manager ("CM") McIntyre Elwell & Strammer General Contractors, Inc.
1645 Barber Road, Sarasota, FL 34240, (941) 377-6800
Josh Tomlinson – josh-tomlinson@mesgc.com

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	TBD @ GMP Approval
General Conditions	TBD @ GMP Approval
Overhead and Profit (CM Fee)	TBD @ GMP Approval
Preconstruction	$132,250.00 (Approval Oct 24,2023)
Unforeseen Conditions	TBD @ GMP Approval
Bond	TBD @ GMP Approval
TOTAL	$132,250.00

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ TBD @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ TBD @ GMP Approval

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of see CM Proposal Exhibit B % of wages and see CM Proposal Exhibit B % of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 2.5% amount or the invoice amount and General Liability insurance will be charged at the rate of 1% amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $50,000.00 will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards N/A, General Lisbility Insurance .6%, Performance & Payment Bond (CM) .8%

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 1464792

Exhibits

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Mark T. Freeman	President	No Charge to Job
Josh Tomlinson	Sr. Project Manager	20
Connor Cummings	Project Manager	100
Bill Thixtun	Superintendent	100
Bob Tomkins	Chief Estimator	Included in Pre-Con
Assigned as needed	Asst. Superintendent	As needed
Shawn Thompson	Construction Supervisor	100
Assigned as needed	Carpenter	As needed
Lisa Lee	Clerical	8hr/mo.

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	David Wildes
SBMC Project Assistant	Patricia Ledezma
Architect	Fleischman Garcia Maslowski Architecture
Consulting Engineers	BGE, Sarasota
Structural Engineer	Master Consulting Engineers, Inc.
Mechanical Engineer	Engineering Matrix
Electrical Engineer	Engineering Matrix
Construction Manager	McIntyre Elwell & Strammer General Contractors, Inc.
SBMC Instructional Member	Jennie Grimes
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

THE SCOPE OF WORK includes Construction Management services for campus renovation and partial replacement of the Palma Sola Elementary School Campus. The renovated campus will provide 508 student stations with core facilities for 596 students. The work will include demolition and replacement of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

September 28, 2023

VIA EMAIL

David Wildes
Project Director
Department of Construction Services
School District of Manatee County
1 Matzke Way – Building 7
Bradenton, FL 34208

EMAIL: wildesd@manateeschools.net

SUBJECT: Preconstruction Services Proposal
Palma Sola Elementary School Renovations
6806 5th Avenue Northwest
Bradenton, FL 34209

Dear David:

We are pleased to submit this proposal for Preconstruction services for construction of the New Palma Sola Elementary School.

Preconstruction Services includes the following:

- Value engineering and constructability review report
- Material selection recommendations
- Estimate at end of SD/DD phase
- Long lead procurement issues and scheduling assessment
- Cost savings options
- Visit sites with Architect
- Establish construction phasing
- Bid packaging and bidding
- Develop and submit GMP
- Investigative Report Allowance of $50,000.

The total cost for preconstruction services is estimated at .35% of the stated construction value of $23,500,000 ($85,250) plus the investigative Report Allowance of $50,000. The unspent portion of the investigative Report Allowance is to be returned upon completion of the Pre-Construction Agreement.

Total Preconstruction Cost: $132,250.00

Sincerely,

Josh Tomlinson
Vice President

24024-lv

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

EXHIBIT B

List of CM Employees

JOBSITE: **Palma Sola Elementary School Renovations**

		Burden Rate*	% of Time
Mark T. Freeman	President	42.84	No charge to job
Josh Tomlinson	Sr. Project Manager	47.40	20
Connor Cummings	Project Manager	47.40	100
Bill Thixtun	Superintendent	47.02	100
Bob Tomkins	Chief Estimator	41.29	Included in Pre-Con
Assigned as Needed	Asst. Superintendent	52.94	As needed
Shawn Thompson	Construction Supervisor	59.29	100
Assigned as needed	Carpenter	44.05	As needed
Lisa Lee	Clerical	33.48	8 hr/mo.

* Burden Rates above are current and subject to change on a semi-annual basis.

AGENDA ITEM NO. 12.12

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Palma Sola Elementary School Campus Renovations - AE Agreement Between Owner and Fleischman Garcia Maslowski Architecture in the Amount of $1,794,680.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the AE Agreement between Owner and Fleischman Garcia Maslowski Architecture, which authorizes the Architectural/Engineering services for campus renovation and partial replacement of the Palma Sola Elementary School campus. The renovated campus will provide 508 student stations with core facilities for 596 students. The work will include demolition and replacement of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

Palma Sola Elementary School Campus Renovation Project Summary Sheet is attached for reference.

Copy of the Contract is on file in the Construction Services Department.

Funding Sources that do not require an Educational Plant Survey will be utilized.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends the approval of Palma Sola Elementary School Campus Renovations - AE Agreement between Owner and Fleischman Garcia Maslowski Architecture in the amount of $1,794,680.00. (Capital Funds)

Financial Impact
The AE fee for Architectural/Engineering services is not to excee d $1,794,680.00 and is included in the total project budget of $29,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project Funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Palma Sola ES Campus Renovation AE Contract Summary 2023-846
Palma Sola ES Campus Renovation AE Project Summary

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Palma Sola ES Campus Renovations
6806 5th Avenue North West
Bradenton, Florida 34209, Manatee County

Total Project Budget:

Design Services	$	1,800,000.00
Construction Services	$	23,500,000.00
Owner Services	$	2,889,440.00
FF&E Technology	$	810,560.00
Total Project Budget	$	29,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	October 24, 2023
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE")

Fleischman Garcia Architects and Planners, A.I.A., P.A,
DBA Fleischman Garcia Maslowski Architecture
324 Hyde Park Ave, Suite 300
Tampa, FL 33606
(813)251-4400
Marcel Maslowski
marcel@fgmfla.com

Construction Manager ("CM")

McIntyre Elwell & Strammer General Contractors, Inc.
1645 Barber Road
Sarasota, FL 34240
(941)377-6800
Josh Tomlinson
josh-tomlinson@mesgc.com

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$	TBD @ GMP Approval
General Conditions	$	TBD @ GMP Approval
Overhead and Profit (CM Fee)	$	TBD @ GMP Approval
Preconstruction	$	132,250.00
Unforeseen Conditions	$	TBD @ GMP Approval
Bond	$	TBD @ GMP Approval
TOTAL	$	132,250.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$	1,410,000.00
Total Engineering Services	$	325,480.00
Total Authorized Additional Services	$	59,200.00
Total A/E Fee	$	1,794,680.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: **1698694**

Exhibits

Exhibits "A" through "D" are attached for reference.

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	David Wildes
SBMC Project Assistant	Patricia Ledezma
Architect	Fleischman Garcia Maslowski Architecture Principal-In-Charge: Marcel Maslowski, A.I.A. Project Manager: Ken Zuker
Civil Engineers	BGE, Sarasota Geza Bankuty, Jr, P.E.
Structural Engineer	Master Consulting Engineers, Inc. Jim Mehltretter, PE
Mechanical/Plumbing/ Electrical/Fire Protection Engineer	Engineering Matrix Gregory Bowen, PE, LEED AP BD+C
Landscape Architect	BGE, Sarasota Jeff Westmoreland
Food Service Equipment Design	TBCI Design David B. Hammersley
Construction Manager	McIntyre Elwell & Strammer General Contractors, Inc Josh Tomlinson
SBMC Instructional Member	Jennie Grimes
SAC Member	N/A

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of **26** site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	26 per project
Structural Engineer	8 per project
MEP	24 per project
Civil Engineer	12 per project
Landscape Architect	4 per project

EXHIBIT C

2.2.2.1 A/E
Fleischman Garcia Maslowski Architecture, 324 Hyde Park Ave., Suite 300, Tampa, FL, 33606

Classification	Title	Hourly Rate
Principals	Chief Executive Officer	$ 295
	President Emeritus	$ 250
	President	$ 225
	Senior Associates	$ 170
	Associates	$ 140
Supervisory	Registered Architects	$ 140
	Project Manager	$ 140
	Graduate Architect	$ 110
Intern Architect	Intern Architect	$ 60
Interiors	Registered Interior Designer	$ 110
	Graduate Interior Designer	$ 90
Technical Staff	Admin – Technology	$ 90
	Clerical	$ 90

2.2.2.2 Civil Engineer
BGE. Inc., 551 N Cattlemen Rd, Suite 104, Sarasota, FL, 34232

Classification	Hourly Rate
Administrative Support	$90
GIS/CAD Tech I	$90
GIS/CAD Tech II	$95
GIS/CAD Designer I	$130
GIS/CAD Designer II	$155
GIS/CAD Designer III	$185
Engineer I	$130
Engineer II	$140
Engineer III	$150
Project Manager I	$160
Project Manager II	$190
Senior Project Manager I	$205
Senior Project Manager II	$220
Director I	$240
Director II	$260
Director III	$280

2.2.2.3 Structural Engineer
Master Consulting Engineering, inc., 5523 W Cypress St., Suite 200, Tampa, FL, 33607

President	$225.00
Senior Principal	$225.00
Principal	$200.00
Senior Project Manager	$185.00
Project Manager	$150.00
Senior Design Engineer	$135.00
Design Engineer	$125.00
Senior CADD Operator	$105.00
CADD Operator	$85.00
Senior Field Representative	$85.00
Field Representative	$105.00
Clerical	$60.00

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
Engineering Matrix, Inc., 2860 Scherer Dr N, St Petersburg, FL, 33716

Principal Engineer	$205
Senior / Registered Engineer	$125
Engineer	$95.00
Senior Designer	$80.00
Construction Coordinator	$75.00
Designer	$70.00
Draftsperson	$65.00
Administrative Assistant	$50

2.2.2.5 Landscape Architect:
BGE. Inc., 551 N Cattlemen Rd, Suite 104, Sarasota, FL, 34232

Administrative Support	$90
CAD Tech I	$90
CAD Tech II	$95
CAD Designer I	$130
CAD Designer II	$155
CAD Designer III	$185
Landscape Architect/Planner I	$115
Landscape Architect/Planner II	$130

Landscape Architect /Planner III	$145
Landscape Architect / Planner IV	$180
Project Manager I	$160
Project Manager II	$190
Senior Project Manager I	$205
Senior Project Manager II	$220
Director I	$240
Director II	$260
Director III	$280

2.2.2.6 Other:
TBCI Design, 4020 Park Street North, Suite 200, St Petersburg, FL, 33760

Principal, Design Manager	$190.00
Senior Analyst	$165.00
Project Design Manager	$160.00
Senior Design Manager	$135.00
Designer	$105.00
Clerical	$60.00
Field Project Management	$125.00

EXHIBIT D

A. THE SCOPE OF WORK includes Construction Management services for campus renovation and partial replacement of the Palma Sola Elementary School Campus. The renovated campus will provide 508 student stations with core facilities for 596 students. The work will include demolition and replacement of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

FleischmanGarciaMaslowski
ARCHITECTURE | PLANNING | INTERIORS

September 28th, 2023

David Wildes
Department of Construction Services
1 Matzke Way, Building 7
Bradenton, FL 34208
wildesd@manateeschools.net

RE: Palma Sola Elementary School Renovation Fee Proposal

Dear David,

We are pleased to present this proposal, for your review, for comprehensive architectural/engineering services for the Palma Sola Elementary School Renovation located at 6806 5th Avenue NW, Bradenton, FL 34209, Manatee County, Florida.

We have based our Basic Services fee proposal on the construction budget of $23,500,000. The project scope consists of a new elementary school on an existing campus to accommodate 508 students with core facilities for 596 student stations. Existing building 18 is to be renovated and connected to the new school building. Sitework includes drop off/pick up loops for parents and buses, delivery area, parking, and required retention areas. Based on the scope of work, we are suggesting a **6%** fee or **$1,410,000** for Basic Services. Basic Services include Architecture, Structure, Mechanical, Electrical, Plumbing, Fire Protection design services.

Additional Services and Expenses

- Civil Engineering: BGE
  - Fee – $175,000
- Site Permitting: BGE
  - Fee - $110,000
- Landscape Architectural & Irrigation Design: BGE
  - Fee – $40,480
- Life Cycle Cost Analysis: Engineering Matrix
  - Fee – $3,300
- FLACOM Energy Compliance Calculations: Engineering Matrix
  - Fee – $2,200
- Advanced Purchase Mech/Elect Docs: Engineering Matrix
  - Fee – $8,250
- Food Service Equipment Design: TBCI Design
  - Fee – $32,450
- Reimbursable Expenses
  - Fee – Not to Exceed $13,000

- Geotechnical Engineer – to be provided by SDMC and coordinated by Fleischman Garcia Maslowski Architecture

Services Not Included, but Available as Additional Services:

- Procurement/Purchasing of Furniture, Fixtures, or Equipment
- Appearances at Board of Zoning Appeals meetings, Planning Commission Meetings, and/or Architectural Board of Review meetings
- Plan review/permit fees
- Survey
- SUE Services
- Applications for rezones, special exceptions, school site plans, land use amendments
- Tagging plants at the Landscape Nursery
- Specialized services normally performed by an Arborist or Forester
- Tree Save / Mitigation Plan and/or Report
- Landscape Restoration and/or Mitigation Plans
- Construction Survey / Layout Services / As-Built / Record Drawings
- Traffic impact analysis / traffic studies and/or concurrency analysis
- Design/permitting of any off-site improvements (turn lanes / signal design / intersection improvements / utility improvements)
- Environmental Services / Cultural and Historical Resource surveys or reports (CRAS Phase I/II)
- Well design or permitting / well water quality analysis / water use permitting
- LEED Support Services
- Cost estimating/cut & fill estimates
- FDOT / FEMA permitting services
- Right-of-way use permitting / NDPES permitting / SWPPP preparation / Maintenance of Traffic (MOT) plans / Tree removal permitting (to be completed by contractor)
- Right of way or easement recording of vacation coordination / processing
- Front End Documents
- Acoustical Analysis
- As-Built Documents
- Advertising
- Telephone System Head End Design
- Testing, Adjusting, and Balancing (TAB) Services
- Geotechnical Services

Please let us know of your comments and suggestions.

We thank you for the opportunity to work with you on this special and important project.

Sincerely,

Fleischman Garcia Maslowski **Architecture • Planning • Interior Design**

Marcel Maslowski, A.I.A.
President & Director of Design

Palma Sola Elementary School Campus Renovation

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Fleischman Garcia Maslowski Architure	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		

PROJECT BUDGET: $29,000,000.00 (10/24/2023) Proposed Project Budget

HISTORY:

SCOPE: THE SCOPE OF WORK includes Architectural/Engineering services for campus renovation and partial replacement of the Palma Sola Elementary School Campus. The renovated campus will provide 508 student stations with core facilities for 596 students. The work will include demolition and replacement of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No. Funding sources that do not require an Educational Plant Survey will be utilized.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Pending	
Agreement:	$ 1,794,680.00	October 24, 2023	Pending	Architectural / Engineering Services
TOTAL	$ 1,794,680.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Pending	
Agreement:	$ 132,250.00	October 24, 2023	Pending	Pre-Construction Services
Agreement:				Early Procurment Materials
Agreement:	$ -			Guaranteed Maxiumum Price (GMP)
TOTAL	$ 132,250.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
Agreement:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				Geotechnical Engineering Evaluation - Ardaman
Agreement:				Asbestos Testing
Agreement:				Construction Documentation - Multivista
TOTAL	$ -			

AGENDA ITEM NO. 12.13

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid on Athletic Natural Turf Maintenance, SDMC No. 24-0075-KD, Continued Procurement of Commodity, Estimated in the Amount of $700,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid on athletic turf maintenance for services such as aerification, verticutting, herbicide application, fertilizing, sod, irrigation, etc. These services will be utilized to maintain the various athletic fields in the District.

This proposal is recommended for award to:
- JSM Services, Inc., Bartow, Florida, Florida Document No. P97000026982
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of November 21, 2023 through November 20, 2026, with two additional one (1) year renewals through November 20, 2028.

Historical Expenditures are as follows:

- YTD 2023-2024 $227,936.45
- 2022-2023 $707,482.62
- 2021-2022 $261,831.26.00

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the bid on Athletic Natural Turf Maintenance, SDMC No. 24-0075-KD, continued procurement of commodity, estimated in the amount of $700,000.00 annually. (Multiple Funding Sources)

Financial Impact
The funding source for this annually estimated expenditure is General, Capital and other District funds as needed and is included in the approved budget for 2023-2024.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse Department
Initiated By: Todd Henson

Attachments:
240075t

240075 JSM Contract of Award with Exhibits

NOTICE OF INTENT TO AWARD

BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

CONTRACT PERIOD: NOVEMBER 21, 2023 THROUGH NOVEMBER 20, 2026

BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

Bids Due: 3:00 p.m., Tuesday, October 3, 2023

BIDDERS	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6
	Average Demand Maintenance	High Demand Maintenance	Aerification - Standard	Aerification - Deep Tine	Aerification - Pro Core	Aerification - Shockwave
	Per Acre, Per Month	Per Acre, Per Week or Per Acre, Per Month	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$400.00	$116.00/$463.00	$141.00	$732.00	$625.00	$510.00

BIDDERS	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12
	Aerification - Drag Cores In	Aerification - Pick Up Cores	Aerification - Flag Sprinkler Heads and Remove Flags	Verticutting - Vacuum	Verticutting - Flag Sprinkler Heads and Remove Flags	Fertilizing (Labor Only) - Hand Spreading
	Per Acre	Per Acre	Per Field	Per Acre	Per Field	Per Acre
JSM Services Inc	$110.00	$850.00	$110.00	$850.00	$110.00	$230.00

BIDDERS	Item 13	Item 14	Item 15	Item 16	Item 17	Item 18
	Fertilizing (Labor Only) - Tractor Spreading	Sod - Rolled Sod and Certified Bermuda 419	Sod - Certified Bermuda 419	Sod - Rolled Certified Celebration Sod	Sod - Certified Celebration Sod	Sod - Rolled Premier Sod
	Per Acre	Per Square Foot	Per Pallet	Per Square Foot	Per Pallet	Per Square Foot
JSM Services Inc	$145.00	$1.20	$480.00	$1.20	$480.00	$1.30

BIDDERS	Item 19	Item 20	Item 21	Item 22	Item 23	Item 24
	Sod - Certified Premier Sod	Sod - Rolled Tif Turf Sod	Sod - Certified Tif Turf Sod	Sprigging - Bermuda 419	Sprigging - Celebration	Sprigging - Premier
	Per Pallet	Per Square Foot	Per Pallet	Per Acre	Per Acre	Per Acre
JSM Services Inc	$520.00	$1.30	$520.00	$8,520.00	$8,520.00	$9,655.00

TABULATION OF BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

Bids Due: 3:00 p.m., Tuesday, October 3, 2023

BIDDERS	Item 25	Item 26	Item 27	Item 28	Item 29	Item 30
	Sprigging - Tif Turf	Ant Control (Labor and Materials) - Amdro - Tractor Spread	Ant Control (Labor and Materials) - Amdro - Hand Spread	Ant Control (Labor and Materials) - Top Choice - Tractor Spread	Ant Control (Labor and Materials) - Top Choice - Hand Spread	Granular Iron Treatments (Labor and Materials) - Tractor Spread
	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$9,655.00	$200.00	$255.00	$455.00	$565.00	$200.00

BIDDERS	Item 31	Item 32	Item 33	Item 34	Item 35	Item 36
	Granular Iron Treatments (Labor and Materials) - Hand Spread	Spraying Liquid Iron (12-00) - Material and Labor	Spraying Liquid Iron (12-00) - Labor Only	Treating for Nematodes (Labor and Material)	Spraying for Fungus, Weeds, and Insects - Labor and Material (Supplied by Contractor)	Spraying for Fungus, Weeds, and Insects - Labor Only
	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$312.00	$200.00	$155.00	$1,200.00	$285.00	$155.00

BIDDERS	Item 37	Item 38	Item 39	Item 40	Item 41	Item 42
	Dual Receiver Laser Grading	Dual Receiver Laser Grading	Primo Treatment	Sod to Sprig	Top Dressing (Labor Only)	RotaDairon (Reverse Till)
	Per Acre	Per Infield	Per Acre	Per Acre	Per Load of Sand	Per Acre
JSM Services Inc	$5,230.00	$1,000.00	$225.00	$17,000.00	$510.00	$2,250.00

BIDDERS	Item 43	Item 44	Item 45	Item 46	Item 47	Item 48
	RotaDairon (Reverse Till)	Fraze Mowing	Florentine Treatment (Labor and Material)	Organo Treatment (Labor and Material)	Mowing Fields and Reel Mower	Wetting Agent (Labor and Materials) - Granular Infield
	Per Infield	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$600.00	$2,500.00	$350.00	$600.00	$125.00	$300.00

TABULATION OF BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

Bids Due: 3:00 p.m., Tuesday, October 3, 2023

BIDDERS	Item 49	Item 50	Item 51	Item 52	Item 53	Item 54
	Wetting Agent (Labor and Materials) - Liquid	N/A	Recycle Dressing	Irrigation Installation and Repair - Labor Rate for Services	Irrigation Installation and Repair - Material Discount or Markup	Services and Materials Not Otherwise Specified - Labor Rate
	Per Acre	N/A	Per Acre	Per Hour	Percentage	Per Hour
JSM Services Inc	$285.00	N/A	$1,000.00	$75.00	0% Discount 10% Markup	$75.00

BIDDERS	Item 55	Item 56	Item 57
	Services and Materials Not Otherwise Specified - Material Discount of Markup	Use of Subcontractors	Rental Equipment
	Percentage	Percent Markup	Percent Markup
JSM Services Inc	0% Discount 10% Markup	10%	10%

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0075-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and JSM Services, Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Athletic Turf Maintenance, SDMC No. 24-0075-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 21, 2023 through November 20, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 Exhibit A, Solicitation is hereby incorporated into the Agreement
3.2 Exhibit B, bid tabulation
3.3 Exhibit C, If Contractor will be doing work at any District Site, Exhibit C must be completed
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the

laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:
Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** : Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate

this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board

member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its

Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	JSM Services Inc., 6150 Federal Ct., Fort Meyers, FL 33905
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with

any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

REPRESENTATIVES	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 18, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon
Telephone #: 941-708-8770 ext. 41204
Email address:
dufonk@manateeschools.net</td><td colspan="2"></td></tr>
<tr><td>TITLE:
Athletic Turf Maintenance</td><td>NUMBER:
24-0075-KD</td><td>SUBMITTAL DEADLINE:
October 3, 2023 @ 3:00 P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: (Bids received from bidders not in attendance will not be accepted and will not be tabulated.) Not Applicable</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: September 22, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td>LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):

CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:

CITY – STATE – ZIP:

TELEPHONE NO:

FAX NO:

FEI/EIN Number:</td><td colspan="2">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is intended to establish contractors to furnish athletic turf maintenance services as detailed in the specifications of this bid. All materials provided and work conducted shall be in accordance with all Local codes, State and Federal Regulations, and follow O.S.H.A. regulations that are applicable. All work will be requested on an as needed basis.

The District intends to award this solicitation to all responsive and responsible bidders.

Contract Value:
It is anticipated that the total dollar amount the district could expend, as a result of any contract award, is estimated at approximately $500,000.00 per year, excluding renewal options. This is only an estimate and actual volume could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 21, 2023 through November 20, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County.

The contractor shall provide services, as requested in this bid, to district owned facilities (inside and outside) based upon the quoted hourly labor rate(s) and percentage rates for equipment, parts, and materials as stated in the bid. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

All trip changes, labor, millage, vehicle charges, travel, fuel and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a percent mark-up.

The services below are to be completed in accordance with the plan and approval of the SDMC Maintenance Department.

Turf Maintenance:
Two levels of maintenance are desired. These maintenance levels will be designated as average demand and high demand. SDMC Maintenance and Operations will provide Contractor with desired level of maintenance for each field.

- Average Demand – A minimum of 12 monthly inspection visits by Contractor.
- High Demand – Weekly inspection visits (no substitutes unless approved by SDMC Maintenance or designee)

Weed Control and Management:
Contractor will apply both liquid and granular herbicides to all fields as required to control all broad leaf weeds, sedges, and grassy weeds on all fiends. Some areas may need wall to wall treatment. All liquid applications must have indicator dye when spot spraying. Fields should be 98%-100% weed free at all times.

Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Contractor should communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or via email. Contractor shall also communicate with site supervisors if spraying has to be rescheduled for any reason.

Vegetation Control:
At a minimum, the application of an approved, non-selective, post-emergent herbicide to a band 12 inches wide along the base of both sides of all chain-link fences or any other perimeter fencing located on site. Such herbicide maintenance will also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive an herbicide application. These areas include but are not limited to around poles, drinking fountains, tree wells, warning tracks, unpaved roads, plaza, sidewalks including cracks in the sidewalks, and concrete areas.

Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as such.

Pest/Insect Control and Management:
Contractor will apply both liquid and granular insecticides as required to preventatively control turf damaging insects and fire ants. Mole cricket control will consist of preventative application covering the entire fields with approves pesticide, including approximately 10' outside of playing surface and warning tracks. Further follow up applications are the responsibility of the Contractor and will be made as needed. The need for treatment may be determined by the results of a soap test, or at any time as requested by SDMC.

Control of other insects and nematodes will be as needed or as determined by SDMC and/or the Contractor (including periodic sod removal to test for white grubs and Nematode assays).

Fungus/Disease Control:
Contractor will apply required fungicides on all fields as required to control disease and fungi. Detection is the responsibility of the Contractor and will be completed as needed by the Contractor or as requested by SDMC.

The Contractor is responsible for correcting any damage resulting from insect or fungal activities during the contract period up to and including removal and replacement of damaged turf with new turf at no additional charge upon notification by SDMC Maintenance or designee at the discretion of the SDMC Maintenance and Operations Department and the Purchasing Designee. (Note: The awarded Contractor of this solicitation will not be responsible for pre-existing damage.)

Each chemical application shall be documented with rates used and a follow-up schedule.

Fertilization:
Contractor will apply both liquid and granular fertilizer to all fields as required to maintain turf color and vigor. Fertilizer applications are expected to follow the written application schedule furnished for site as a minimum standard. Applications shall be made with a walk behind spreader or other appropriate equipment and overlapping on baselines and aprons. Any fertilizer overspread on concrete or asphalt will be blown or swept off before watering.

Aeration:
Contractor will aerate using appropriate equipment such as tractor mounted equipment. SDMC will determine the type of aeration and size of tines, depth, and spacing. Standard aerification shall be 4”-5” depth.

Deep Tine – a specialized aerification method to be used on heavily utilized fields/areas that receive the most compaction. Deep tine can be done from a 6” to 13” depth. Deep tine aerification relieves severe compaction and promotes turf growth. SDMC will determine the depth of the deep tine aerification.

Pro Core Aerification – SDMC and Contractor should determine the tines, spacing, and depth. Depth will be 1” to 5” and spacing 1.5” to 3”.

Shockwave Aerification: SDMC and Contractor should determine Shockware Aerification depth.

Contractor may be asked to drag or pick up cores, if needed.

Seed Spreading and Removal:
Contractor will apply seeds using a tractor mounted spreader, walk behind drop spreader, or other appropriate equipment for infields and tight spaces. Perennial rye grasses will also be removed.

Verticutting:
Contractor will verticut using tractor mounted or other appropriate equipment. Verticutting includes removal and disposal of debris on campus. SDMC may, at its sole discretion, remove and dispose of debris if the Contractor is unable to.

Material Handling (Infield Conditioner/Warning Track Material):
Contractor will haul all material in turf friendly trailers and provide required material.

Top Dressing:
Contractor will apply top dressing.

Rototilling:
Contractor will rototill softball/baseball infields or any other needed areas, if needed, as directed by SDMC.

Sod Removal and Replacement:
Contractor shall remove/add necessary sod to conform to dimensions.

Turf Reconstruction:
Turf shall be reconstructed back to it’s natural state. Re-sod using designated sod type as determined by SDMC and replace soil where needed. Sod should be rolled sod unless otherwise approved by SDMC. Sod must be in excellent shape or it may be denied by

SDMC. If determined unusable by SDMC, The District will not be liable to pay for the sod. An SDMC representative will determine repairs or if the job is acceptable at it's sole discretion. No sod pieces shall be smaller than 12" x 12". Sod should be cut with a knob cutter and drill, sod cutter, or box blade for large swaths for all the sprinkler heads. If a different type of sod not listed in this solicitation is needed, SDMC will negotiate the price with Contractor or reserves the right to provide the sod. For large areas, it may require laser grading as determined by SDMC. Each project should be priced as a turnkey project with pricing broken down to align with this solicitation. This includes but not limited to hauling dirt, laser-grading, raking, etc.

Optional and Additional Services:
The District may request additional services as needed to include but are not limited to infield conditioner spreading, warning track grading, turf reconstruction, irrigation repair and installation, installation and/or service of robotic mowers, etc. Additional services will be quoted on an as needed basis.

Herbicide/Insecticide/Chemical Application:
Contractor(s) will be permitted to use herbicides/insecticides/chemicals in certain areas to assist in performance of services under this solicitation. Chemicals must be approved by SDMC Maintenance staff prior to usage. Contractor(s) will be responsible to provide any and all herbicides, insecticides, or other chemicals/materials necessary to perform services. Contractor(s) shall ensure that all restricted-use pesticides/herbicides/chemicals will be applied only by employees licensed by the Florida Department of Agriculture and Consumer Services with the appropriate Chemical Applicator License. That license will be a category 3 Ornamental and Turf Pest Control License or other license required by local, state, or federal ordinances at the time of service. Contractor(s) shall provide copies of these licenses within 24 hours of request. Failure to do so may result in the contractor being considered non-responsive. Furthermore, at no time shall any chemical be applied when any students or staff members are present in the immediate area. Any violation may be considered cause for immediate termination of the contract.

Contractor(s) will be expected to comply with all herbicide/insecticide/chemical labels in its applications. ALL CHEMICALS SHALL BE USED IN ACCORDANCE WITH THEIR LABEL INSTRUCTIONS. Contractors shall provide SDMC with Material Safety Data Sheet (MSDS) for any chemical they apply. The contractor is liable for any penalty, fines, or damages resulting from the misuse of chemicals.

While on the job site, all chemicals must be kept secured at all times and handled in leak free containers per any and all applicable laws. The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product, or other hazardous material. The Contractor shall have on site at all times, appropriate first-aid and spill kit(s). Any and all chemical spills or leaks must be reported to the SDMC Maintenance department or

designee as soon as it occurs, with follow up in writing. The Contractor must include a plan for control and correction of the problem in the written report.

The Contractor shall properly dispose of chemical containers as set forth in the label instructions and in accordance with applicable federal, state, and local requirements. SDMC Dumpsters are not to be utilized at any time during the course of the contract and all empty containers will be removed by the Contractor from the site.

At no time will any chemical spray be permitted to be used around or near playgrounds, playground equipment, or on P.E. fields or equipment. Any violation may be cause for immediate termination.

Throughout the duration of the contract, it is understood that newly researched chemical products may become available. SDMC may consider these chemicals as they are made available. Contractor(s) shall meet with SDMC to discuss alternate products or new technologies that may increase efficiency, safety, or be more environmentally safe at any time during the course of the contract. Any new product will be reviewed and either rejected or accepted at SDMC's discretion.

Contractor(s) shall be responsible for supplying their personnel with any an all personal protective equipment for their operators. Contractor shall, at a minimum, comply with all Occupational Safety and Health Administration (OSHA) regulations as they are applicable. Failure to do so may be grounds for termination of the contract.

Estimates:
At the request of SDMC, Contractor(s) will provide estimates. At the time of the request, an authorized SDMC representative will contact the awarded contractor(s) and provide a detailed description and further specifications of the project at hand. Contractor shall provide written "not to exceed" estimates on all services as directed by the SDMC representative. Contractor(s) shall familiarize themselves with the extend of the work for each service/project to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Estimates shall be priced in accordance with the pricing structure in this solicitation, to include the labor rates and itemized material list. It is the Contractor's responsibility to ensure they have all information required to prepare accurate estimates. All estimates shall be clearly broken down using pricing from this solicitation.

SDMC reserved the right to add supplementary specifications to any service(s) that fall under the scope of this solicitation. Supplementary specifications may be for larger or special circumstances, at the time of said project. A price may be negotiated at the time, if necessary for any supplementary specifications.

Experience and Qualifications:
Each bidder submitting a bid certifies that they possess a current certificate and/or competency issued by the State of Florida as a currently licensed to provide chemical application services. Bidders shall submit a photocopy of their license with the reply.

Bidder shall have performed services similar in scope to this contract and shall have a minimum of five (5) years' experience.

Rental Equipment:
On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of athletic turf maintenance services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

Contractor Owned Equipment:
The cost of Contractor owned special equipment will be allowed. The bid price shall include the cost of the equipment operator. Indicate on the bid form the type of special equipment owned and the hourly and daily rates for use of this equipment. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. Additional equipment that may be purchased by the Contractor after the award of bid may be added to the scope of Contractor owned equipment. These hourly and daily rates for this added equipment will be negotiated with the Purchasing Department representative prior to use of special equipment and priced as for similar sized equipment. The Contractor's invoices will clearly show the description of special Contractor owned equipment used, number of hours or days of active use, and itemized cost.

Use of Subcontractors:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Maintenance and Operations representative.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of athletic turf maintenance services. Subcontracted services for repairs, installations, and emergency services for athletic turf maintenance services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:

Item Number	Description	Unit of Measure	Cost
1	Average Demand Maintenance	Per Acre, Per Month	$
2	High Demand Maintenance	Per Acre, Per Week	$
	OR	Per Acre, Per Month	$
Aerification			
3	Standard	Per Acre	$
4	Deep Tine	Per Acre	$
5	Pro Core	Per Acre	$
6	Shockwave	Per Acre	$
7	Drag Cores In	Per Acre	$
8	Pick up Cores	Per Acre	$
9	Flag Sprinkler Heads and Remove Flags	Per Field	$
Verticutting			
10	Vacuum	Per Acre	$
11	Flag Sprinkler Heads and Remove Flags	Per Field	$
Fertilizing (Labor Only)			
12	Hand Spreading	Per Acre	$
13	Tractor Spreading	Per Acre	$
Sod (419, Celebration, Permier, Tif Turf, etc.)			
14	Rolled Sod and Certified Bermuda 419	Per Square Foot	$
15	Certified Bermuda 419	Per Pallet	$
16	Rolled Certified Celebration Sod	Per Square Foot	$
17	Certified Celebration Sod	Per Pallet	$
18	Rolled Premier Sod	Per Square Foot	$
19	Certified Premier Sod	Per Pallet	$
20	Rolled Tif Turf Sod	Per Square Foot	$
21	Certified Tif Turf Sod	Per Pallet	$
Sprigging			
22	Bermuda 419	Per Acre	$
23	Celebration	Per Acre	$
24	Premier	Per Acre	$
25	Tif Turf	Per Acre	$
Ant Control (Labor and Materials)			
26	Amdro - Tractor Spread	Per Acre	$

27	Amdro - Hand Spread	Per Acre	$
28	Top Choice - Tractor Spread	Per Acre	$
29	Top Choice - Hand Spread	Per Acre	$
	Granular Iron Treatments (Labor and Material)		
30	Tractor Spread	Per Acre	$
31	Hand Spread	Per Acre	$
	Spraying Liquid Iron (12-00)		
32	Material and Labor	Per Acre	$
33	Labor Only	Per Acre	$
	Treating for Nematodes (Using Curfew)		
34	Labor and Material	Per Acre	$
	Spraying for Fungus, Weeds, and Insects		
35	Labor and Material (Supplied by Contractor)	Per Acre	$
36	Labor Only	Per Acre	$
	Dual Receiver Laser Grading		
37	Dual Receiver Laser Grading	Per Acre	$
38	Dual Receiver Laser Grading	Per Infield	$
39	Primo Treatment	Per Acre	$
40	Sod to Sprig	Per Acre	$
41	Top Dressing (Labor Only - District will provide Sand)	Per Load of Sand	$
	RotaDairon (Reverse Till)		
42	RotaDairon (Reverse Till)	Per Acre	$
43	RotaDairon (Reverse Till)	Per Infield	$
44	Fraze Mowing	Per Acre	$
45	Florentine Treatment (Labor and Material)	Per Acre	$
46	Organo Treatment (Labor and Material)	Per Acre	$
47	Mowing Fields and Reel Mower	Per Acre	$
	Wetting Agent (Labor and Materials)		
48	Granular Infield - sidelines and apron will be walked with hand spreader. Outfields can be done with tractor and opper.	Per Acre	$
49	Liquid	Per Acre	$
51	Recycle Dressing	Per Acre	$

Irrigation Installation and Repair			
52	Labor Rate for Services	Per Hour	
53	Material Discount or Markup (Maximum 10% markup)	Discount	%
	OR	Markup	%
Services and Materials Not Otherwise Specified			
54	Labor Rate	Per Hour	$
55	Material Discount or Markup (Maximum 10% markup)	Discount	%
	OR	Markup	%
56	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	Markup	%
57	Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of athletic turf maintenance. A MAXIMUM OF 10% MARKUP of cost of rental equipment will be allowed.	Markup	%

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

Awarded supplier must be able to provide materials and services in accordance with the District's Design Guidelines. The District's Design Guidelines may be found at https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf.

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 18, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
September 22, 2023	Questions/Clarifications due
September 26, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 3, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 4, 2023	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0075-KD Title: Athletic Turf Maintenance

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K
ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

SDMC No. 24-0075-KD Athletic Turf Maintenance

Attachment 1 – Turf Acreage

Average Demand:

Bayshore High School Practice Field – 1.25 acres
Parrish Community High School Practice Field – 2.5 acres
Braden River High School Practice Field – 2.5 acres
Lakewood Ranch High School Practice Field – 1.25 acres

High Demand:

Bayshore High School
- Football – 2 acres
- Baseball – 2.25 acres
- Softball - .75 acres

Southeast High School
- Football – 2 acres
- Baseball – 2.25 acres
- Softball – 2 acres
- Practice – 1.25 acres

Lakewood Ranch High School
- Football – 2.5 acres

Parrish Community High School
- Football – 2.5 acres
- Baseball – 2.5 acres
- Softball – 1 acres

Manatee High School
- Soccer – 3.75 acres
- Practice – 1.5 acres

Braden River High School
- Football – 2.1 acres
- Baseball – 2.7 acres
- Softball - .60 acres

Palmetto High School
- Baseball – 2 acres
- Practice – 2 acres

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

CONTRACT PERIOD: NOVEMBER 21, 2023 THROUGH NOVEMBER 20, 2026

BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

Bids Due: 3:00 p.m., Tuesday, October 3, 2023

BIDDERS	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6
	Average Demand Maintenance	High Demand Maintenance	Aerification - Standard	Aerification - Deep Tine	Aerification - Pro Core	Aerification - Shockwave
	Per Acre, Per Month	Per Acre, Per Week or Per Acre, Per Month	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$400.00	$116.00/$463.00	$141.00	$732.00	$625.00	$510.00

BIDDERS	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12
	Aerification - Drag Cores In	Aerification - Pick Up Cores	Aerification - Flag Sprinkler Heads and Remove Flags	Verticutting - Vacuum	Verticutting - Flag Sprinkler Heads and Remove Flags	Fertilizing (Labor Only) - Hand Spreading
	Per Acre	Per Acre	Per Field	Per Acre	Per Field	Per Acre
JSM Services Inc	$110.00	$850.00	$110.00	$850.00	$110.00	$230.00

BIDDERS	Item 13	Item 14	Item 15	Item 16	Item 17	Item 18
	Fertilizing (Labor Only) - Tractor Spreading	Sod - Rolled Sod and Certified Bermuda 419	Sod - Certified Bermuda 419	Sod - Rolled Certified Celebration Sod	Sod - Certified Celebration Sod	Sod - Rolled Premier Sod
	Per Acre	Per Square Foot	Per Pallet	Per Square Foot	Per Pallet	Per Square Foot
JSM Services Inc	$145.00	$1.20	$480.00	$1.20	$480.00	$1.30

BIDDERS	Item 19	Item 20	Item 21	Item 22	Item 23	Item 24
	Sod - Certified Premier Sod	Sod - Rolled Tif Turf Sod	Sod - Certified Tif Turf Sod	Sprigging - Bermuda 419	Sprigging - Celebration	Sprigging - Premier
	Per Pallet	Per Square Foot	Per Pallet	Per Acre	Per Acre	Per Acre
JSM Services Inc	$520.00	$1.30	$520.00	$8,520.00	$8,520.00	$9,655.00

TABULATION OF BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

Bids Due: 3:00 p.m., Tuesday, October 3, 2023

BIDDERS	Item 25	Item 26	Item 27	Item 28	Item 29	Item 30
	Sprigging - Tif Turf	Ant Control (Labor and Materials) - Amdro - Tractor Spread	Ant Control (Labor and Materials) - Amdro - Hand Spread	Ant Control (Labor and Materials) - Top Choice - Tractor Spread	Ant Control (Labor and Materials) - Top Choice - Hand Spread	Granular Iron Treatments (Labor and Materials) - Tractor Spread
	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$9,655.00	$200.00	$255.00	$455.00	$565.00	$200.00

BIDDERS	Item 31	Item 32	Item 33	Item 34	Item 35	Item 36
	Granular Iron Treatments (Labor and Materials) - Hand Spread	Spraying Liquid Iron (12-00) - Material and Labor	Spraying Liquid Iron (12-00) - Labor Only	Treating for Nematodes (Labor and Material)	Spraying for Fungus, Weeds, and Insects - Labor and Material (Supplied by Contractor)	Spraying for Fungus, Weeds, and Insects - Labor Only
	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$312.00	$200.00	$155.00	$1,200.00	$285.00	$155.00

BIDDERS	Item 37	Item 38	Item 39	Item 40	Item 41	Item 42
	Dual Receiver Laser Grading	Dual Receiver Laser Grading	Primo Treatment	Sod to Sprig	Top Dressing (Labor Only)	RotaDairon (Reverse Till)
	Per Acre	Per Infield	Per Acre	Per Acre	Per Load of Sand	Per Acre
JSM Services Inc	$5,230.00	$1,000.00	$225.00	$17,000.00	$510.00	$2,250.00

BIDDERS	Item 43	Item 44	Item 45	Item 46	Item 47	Item 48
	RotaDairon (Reverse Till)	Fraze Mowing	Florentine Treatment (Labor and Material)	Organo Treatment (Labor and Material)	Mowing Fields and Reel Mower	Wetting Agent (Labor and Materials) - Granular Infield
	Per Infield	Per Acre	Per Acre	Per Acre	Per Acre	Per Acre
JSM Services Inc	$600.00	$2,500.00	$350.00	$600.00	$125.00	$300.00

TABULATION OF BID ON ATHLETIC TURF MAINTENANCE, SDMC No. 24-0075-KD

Bids Due: 3:00 p.m., Tuesday, October 3, 2023

BIDDERS	Item 49	Item 50	Item 51	Item 52	Item 53	Item 54
	Wetting Agent (Labor and Materials) - Liquid	N/A	Recycle Dressing	Irrigation Installation and Repair - Labor Rate for Services	Irrigation Installation and Repair - Material Discount or Markup	Services and Materials Not Otherwise Specified - Labor Rate
	Per Acre	N/A	Per Acre	Per Hour	Percentage	Per Hour
JSM Services Inc	$285.00	N/A	$1,000.00	$75.00	0% Discount 10% Markup	$75.00

BIDDERS	Item 55	Item 56	Item 57
	Services and Materials Not Otherwise Specified - Material Discount of Markup	Use of Subcontractors	Rental Equipment
	Percentage	Percent Markup	Percent Markup
JSM Services Inc	0% Discount 10% Markup	10%	10%

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 12.14

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Bid for Roofing Installation and Repair Services- Commercial, Metal, Shingle, SDMC No. 24-0070-MR, Continued Procurement, Estimated in the Amount of $5,500,000.00 Per Year (Local Capital Improvements)

Executive Summary
The intent of the bid is for commercial, metal, and shingled roof installation for new roof and repair services on existing roofs as needed throughout the District on an hourly rate plus markup for materials. Upcoming projects include MTC East Campus and Nolan Middle. The committee recommends awarding the seven (7) suppliers with the best overall pricing.

The requested contract is for the period of November 1, 2023, through October 31, 2026. This bid is for a period of three years with the option to renew for two additional one-year periods.

Historical expenditures are as follows:

- Fiscal Year 2022-2023: $1,715,217.00
- Fiscal Year 2021-2022: $2,433,608.00
- Fiscal Year 2019-2021: $2,904,360.40

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The bid is recommended for award to:
Core Roofing Systems, Inc., Tallahassee, FL, Florida Document No. M22000018181
Gulf States Industries, Inc., Saint Petersburg, FL, Florida Document No. H97266 (inactive)
Porter Roofing Contractors, Inc., Plantation, FL, Florida Document No. F00000001933
Precision Roofing Solutions., Tampa, FL, Florida Document No. P09000017046
RDCR, LLC DBA R&D Construction and Roofing, Miami, FL, Florida Document No. L16000019174
Springer-Peterson Roofing & Sheet Metal, Lakeland, FL, Florida Document No. F49162
Sutter Roofing Company of Florida, Sarasota, FL, Florida Document No. 629939

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the bid for roofing installation and repair services- commercial, metal, shingle, SDMC No. 24-0070-MR, continued procurement, estimated in the amount of $5,500,000.00 per year. (Local Capital Improvements)

Financial Impact
The funding source for these annually estimated expenditures is Local Capital Improvement and is included in the approved 2023-2024 budget for the Maintenance, Operations & Central Distribution Warehouse Department.

Contact
Submitting Department: Maintenance, Operations & Central Distribution Warehouse
Initiated By: Todd Henson

Attachments:
Core Roofing Systems
Gulf States Industries
Porter Roofing Contractor
Precision Roofing Solutions
RDCR, LLC DBA R&D Construction and Roofing
Springer-Peterson Roofing & Sheet Metal
Sutter Roofing Company of Florida

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Core Roofing Systems, Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Co information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in deta sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:

Contractor shall defend, indemnify and hold harmless istrict, its officers, employees, and agents, and the chool oard of anatee ounty, lorida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which istrict, its officers, employees, and agents, and the chool oard of anatee ounty, lorida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this greement by the ontractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Co Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subco knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 363275

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Core Roofing Systems- Todd Shannon 4906 Savarese Circle Tampa, Fl 33634
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Core Roofing Systems, Inc. CONTRACTOR/COMPANY NAME	4906 Savarese Circle Tampa, FL 33634 ADDRESS
PHONE 813-563-1500	EMAIL tshannon@coreroofing.net
TYPE OR PRINT NAME Todd Shannon	TITLE Vice President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">
The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: August 21, 2023</td></tr>
<tr><td>CONTACT PERSON: Melody Ryan</td><td colspan="2"></td></tr>
<tr><td>Telephone #: 941-708-8770 ext. 41129</td><td colspan="2"></td></tr>
<tr><td>Email address:
ryan@manateeschools.net</td><td colspan="2"></td></tr>
<tr><td>TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE</td><td>NUMBER: 24-0070-MR</td><td>SUBMITTAL DEADLINE: September 11, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE – N/A
LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: August 30, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="5">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS
General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL
The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS
Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY
Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS
Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.		
PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR
Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Core Roofing Systems, Inc.

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Gulf States Industries, Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Co information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION:**

Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Co Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subco knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2167822

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Gulf State Industries PO Box 3756 Holiday, Fl 34692
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Gulf States Industries, Inc. CONTRACTOR/COMPANY NAME	PO Box 3756 Holiday, FL 34692 ADDRESS
PHONE 727-849-8376	EMAIL gulfstateroof@aol.com
TYPE OR PRINT NAME Konstantinos Tsambis	TITLE President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">
The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: August 21, 2023</td></tr>
<tr><td>CONTACT PERSON: Melody Ryan</td><td colspan="2"></td></tr>
<tr><td>Telephone #: 941-708-8770 ext. 41129</td><td colspan="2"></td></tr>
<tr><td>Email address:
ryan@manateeschools.net</td><td colspan="2"></td></tr>
<tr><td>TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE</td><td>NUMBER: 24-0070-MR</td><td>SUBMITTAL DEADLINE: September 11, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE – N/A
LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: August 30, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td>LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):

CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS

General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL

The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS

Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY

Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS

Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.

PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	RENTAL OF EQUIPMENT	MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Gulf States Industries, Inc.

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Porter Roofing Contractors, Inc. (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are
4.9 based upon actions that occurred during the performance of this Agreement.

SOVEREIGN IMMUNITY: contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign
4.10 immunity are expressly reserved by the district.

CONTACT WITH STUDENTS: Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other
4.11 persons involved in any manner with projects resulting from this agreement.

STANDARDS OF CONDUCT: Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District
4.12 Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

SEVERABILITY: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the
4.13 parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

WAIVER: The failure or neglect by any party to enforce any right under this Agreement shall not
4.14 be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

FORCE MAJEURE: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the
4.15 duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

TERMINATION FOR CAUSE: Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the materia breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 214354

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Porter Roofing Eric Cason 5226E Hillsborough Avenue, Unit F Tampa, FL 33610
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Porter Roofing Contractors, Inc. CONTRACTOR/COMPANY NAME	5226E. Hillsborough Ave, Unit F Tampa, FL 33610 ADDRESS
PHONE 813-628-9223	EMAIL ericcason@porter-roofing.com
TYPE OR PRINT NAME Eric Cason	TITLE CEO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: August 21, 2023**	
TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE	**NUMBER: 24-0070-MR**	**SUBMITTAL DEADLINE: September 11, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: August 30, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS
General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL
The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS
Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY
Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS
Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.

PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	RENTAL OF EQUIPMENT	MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Porter Roofing Contractors, Inc.

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Precision Roofing Solutions (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Co information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in deta sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue
4.13 to be effective.

WAIVER: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in
4.14 writing and signed by the party who possesses the right to waive enforcement of same.

FORCE MAJEURE: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may
4.15 elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

TERMINATION FOR CAUSE: Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Co Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subco knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Precision Roofing Solutions Daniel Dalfino PO Box 271450 Tampa Fl 33688
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Precision Roofing Solutions CONTRACTOR/COMPANY NAME	PO Box 271450 Tampa, FL 33688 ADDRESS
PHONE 813-264-6262	EMAIL dan@prstampa.com
TYPE OR PRINT NAME Daniel Dalfino	TITLE President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: August 21, 2023**	
TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE	**NUMBER: 24-0070-MR**	**SUBMITTAL DEADLINE: September 11, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: August 30, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS

General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL

The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS

Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY

Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS

Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.		
PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Precision Roofing Solutions

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and RDCR, LLC DBA R&D Construction and Roofing (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Co information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in deta sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Co Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subco knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	R& D Construction and Roofing Christopher Goodwin 6565 44th Street N, Unit 1008 Pinellas Park, FL 33781
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
RDCR, LLC DBA R&D Construction and Roofing CONTRACTOR/COMPANY NAME	6565 44th Street N Unit 1008 Pinellas Park, FL 33781 ADDRESS
PHONE 727-351-2697	EMAIL chris@rd-cr.net
TYPE OR PRINT NAME Christopher Goodwin	TITLE Sales
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: August 21, 2023**	
TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE	**NUMBER: 24-0070-MR**	**SUBMITTAL DEADLINE: September 11, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: August 30, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS
General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL
The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS
Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY
Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS
Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.

PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	RENTAL OF EQUIPMENT	MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I
ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR
Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: RDCR, LLC DBA R&D Construction and Roofing

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Springer-Peterson Roofing & Sheet Metal (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Co information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in deta sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Co Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subco knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Springer-Peterson Roofing & Sheet Metal Daniel Boatwright PO Box 1648 Eaton Park, FL 33840
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Springer-Peterson Roofing & Sheet Metal CONTRACTOR/COMPANY NAME	PO Box 1648 Eaton Park,FL 33840 ADDRESS
PHONE 863-665-1163	EMAIL daniel@springerpeterson.com
TYPE OR PRINT NAME Daniel Boatwright	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: August 21, 2023**	
TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE	**NUMBER: 24-0070-MR**	**SUBMITTAL DEADLINE: September 11, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: August 30, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS
General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL
The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS
Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY
Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS
Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.

PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	RENTAL OF EQUIPMENT	MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR
Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Springer-Peterson Roofing & Sheet Metal

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0070-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Sutter Roofing Company of Florida (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC No. 24-0070-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from November 1, 2023 through October 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

3.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Agreement.

3.2 Exhibit B, bid tabulation.

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Co information sheet, Exhibit D, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in deta sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.8 **INDEMNIFICATION**:Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees,

officers and agents. Contractor shall promptly notify District of each claim, cooperate with District in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the District's participation. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

4.9 **SOVEREIGN IMMUNITY:** contractor acknowledges and agrees that the district does not waive its immunity and nothing herein, including the naming of the district as an additional insured, shall be interpreted or deemed as a waiver of the district's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida statutes, or any other statutes, and district expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the district.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contractor will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Contractor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 5.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure

period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for

purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements,

warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Co Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subco knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 122402

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201 Florida Statutes that requires the duty to report all or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Sutter Roofing Company of Florida Douglas Sutter 8284 Vico Court Sarasota, FL 34240
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit E and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

4.37.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department 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.

5. **EXHIBITS TO THE CONTRACT OF AWARD AGREEMENT:**

5.1 Exhibit C-If Contractor will be doing work at any District Site, Exhibit C must be completed.

5.2 Exhibit D-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

REPRESENTATIVES	
Sutter Roofing Company of Florida CONTRACTOR/COMPANY NAME	8284 Vico Court Sarasota, FL 34240 ADDRESS
PHONE 941-377-1000	EMAIL bids@sutterrofing.com
TYPE OR PRINT NAME Douglas Sutter	TITLE President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205 **DATE ISSUED: August 21, 2023**	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net		
TITLE: ROOFING INSTALLATION AND REPAIR SERVICES-COMMERCIAL, METAL, SHINGLE	**NUMBER: 24-0070-MR**	**SUBMITTAL DEADLINE: September 11, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: August 30, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Certified Roofing Contractor License
- ☐ Contractor must define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for new roof installation and repair services for all major and minor repairs (regularly found in the roofing field) as required by the Maintenance and Operations Department. Services are to include all materials, labor charges, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property in accordance with local and state regulations, Occupational Safety Hazards Act for roofing services. Note: OSHA rules and regulations shall be carried out at all times by the Contractor.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **November 1, 2023 through October 31, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of refuse fuel, and supervision required for, and pertinent to, the work to be done as per bid specifications including, but not limited to mobilization, area preparation, application of materials and final clean up.

Contractor must define process and requirements for quoting of jobs.

LICENSES

The Contractor(s) shall be licensed as a State of Florida certified Roofing Contractor. **A copy of current licensing must be submitted with the bid. If current State of Florida Certified Roofing Contractor license(s) are not submitted, the offer will be deemed non-responsive.**

BUILDING INSPECTION

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work, that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Operating costs, consumables (includes solvents) and all fuel costs (includes propane if applicable) shall be included in labor rates. **The material percentage mark-up will not be allowed for these items.**

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

SCOPE OF WORK

PART 1 – GENERAL

DESCRIPTION OF WORK

COMMERICAL, METAL, AND SHINGLED ROOFING

All projects and products must meet Florida Building Code requirements and have Florida Product approval.

Provide all labor, materials, equipment, travel, fuel, and supervision necessary to reroof or repair the selected buildings or existing roofing system so that no leakage occurs.

Most of the roofs encountered in the installation and repair of commercial roofs will be modified bitumen or single-ply roofs. Some of the repairs may be blistering repairs. In warranty cases, the approved Contractor is dictated by the manufacturer of the roofing system or product.

Install metal repair materials in accordance with the approved manufacturer's recommendation. Repairs shall be performed in general accordance with NRCA Manual of Roof Maintenance and Repair and Florida Building Code.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The metal roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet conditions or excessive wind conditions. Items penetrating the roof shall be secured in position and properly prepared for flashing.

Most of the roofs encountered in the repair of shingled building roofs will be portables typically measuring 12 – 15 squares each. There are also some covered play areas. The typical slope will be 4/12. The play areas slope may be less. These sizes are not guaranteed. Final measurement verification of every job is the responsibility of the Contractor.

Repairs encountered will be to replace shingles, fix leaks, or any other possible repair typical on shingled building roofs.

JOB CONDITIONS
General requirements and specific recommendations by the materials manufacturers are included as part of these specifications. The scheduling and sequence of the repair operations shall be carefully coordinated with the SDMC's representative.

The SDMC's representative shall be notified immediately of any conditions found contrary to the specifications before proceeding with roof repair operations. Traffic shall be avoided on completed work.

QUALITY CONTROL
The presence or absence of the SDMC's authorized representative will, in no way, relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the specifications.

The SDMC's authorized representative shall be notified in advance of the operations to allow for completion of quality tests and for assignment of personnel.

WEATHER LIMITATIONS
Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of roofing materials manufacturers.

Application of roofing shall not be performed in excessive wind or wet conditions.

Application of roofing shall not be performed in rain or impending rain, except for the purposes of protecting work already placed.

SAFETY
Conduct roof repairs in a safe manner and provide suitable protection for the general public and workmen.

Comply with local building and fire codes.

Provide at least one properly classed and fully charged fire extinguisher for each placement crew, both on the ground and on the roof.

DELIVERY AND STORAGE OF MATERIALS
Deliver only acceptable materials to the site. Deliver material in original containers or wrappers with all seals and labels, including UL labels, intact. If bitumen materials are delivered to the site in bulk, each shipment shall be accompanied by a written certificate from the material manufacturer clearly stating the type, quality, softening point, Equiviscous temperature (EVT) and other pertinent data. Do not intermix different types or grades of bitumen in bulk shipments.

Roofing materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements. Felt rolls shall be stored stacked on end.

Store materials either on the roof or a location approved by the SDMC's authorized representative.

Store materials at the site in properly protected area until ready for use. Do not use wet, damp, or damaged materials. While on the site, stack materials on pallets and completely cover with waterproof tarpaulin. Securely tie covering to the pallets in such a way as to assure materials be completely weather tight. Locate flame-heated equipment so as not to endanger the structure, other materials on the site, or adjacent property.

The SDMC's representative will not accept delivery of materials at the job site. The Contractor is responsible for all deliveries of roofing materials.

SEQUENCING AND SCHEDULING

Coordinate work so that no more existing roof system, flashing, and accessories are removed than can be totally replaced to a waterproof condition within the same day's working time or prior to the onset of inclement weather, whichever is less.

Each individual roof area shall be substantially completed prior to beginning another roof area. Utilize multiple crews for multiple roof area construction. Phasing of roof construction is not permitted.

Organize work so that roof system and flashing can simultaneously proceed in conjunction with other aspects of the work so at the end of each day the roof area on that day is complete.

WARRANTY

All *repair* project work and materials shall be warranted by the Contractor for a period of five (5) years. *Commercial or metal re-roofing* project work will require five (5) year Contractor warranty. Commercial or metal re-roofing projects require twenty (20) year, no dollar limit manufacturer's warranty. Any additional warranty by the manufacturer shall be forwarded to the SDMC.

Provide shingle manufacturer's warranty on installed work. Period of warranty shall be thirty (30) years from date of substantial completion. Manufacturer's warranty shall be forwarded to the SDMC with final invoice.

The Contractor shall furnish a notarized written warranty for all roofing and flashing, which shall extend from the date of completion of the roofing installation as certified by the SDMC representative for a period of five (5) years. This warranty shall cover any and all necessary repair or replacement work required to keep and maintain the shingles in a watertight and first-class condition at no additional cost to the SDMC.

These warranties shall be provided in writing upon completion of work. Note: warranty work cost will be paid by the roof-contracting firm, except for material or equipment furnished by the SDMC.

PART 2 – PRODUCTS
COMMERICAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

GeoGard: Grey Base Coat, White Top Coat and Permaply reinforcing fabric as manufactured by Republic Powdered Metals (RPM).

Roof cement: Karnak 19 Flashing Cement (Asbestos-Free).

Reinforcing fabric: Karnak 34 Utility Grade Cotton Fabric.

Rubberflex coating as manufactured by RPM.

EPDM bonding cement, lap cement, lap caulk, splice cleaner, seam tape and tape primer as manufactured by Carlisle, Freestone, or approved alternate.

Modified bitumen cap sheet: granule-surfaced, torch-grade, SBS modified bitumen sheet with polyester reinforcing.

White 3M granules for application at repair areas.

Aluminum coating: Alumination 301 as manufactured by RPM.

Expansion joint: roll-type Johns Manville Type EJ or GAF Type Metalastic SMF, both with aluminum flanges in widths to fit existing nailer supports. Johns Manville Type CF with aluminum flanges in widths to fit existing nailed supports, or approved alternate. Joint splice strips shall be uncured neoprene and neoprene adhesive.

Counter flashing and receiver: 0.050 mill finish aluminum, formed to match existing. Provide wind clips at 24 inches on center.

Fasteners for counter flashing: Rawl Zamac Nailin expansion anchor with stainless steel nail or an approved alternate.

Fastener shall be 1/4-inch diameter by 2-1/2 inches long. Stainless steel washers with soft neoprene washers shall be used at all locations.

Sealant shall be one-part, non-sag urethane based, meeting Federal Specification No.TT-S-00230C, Type II, Class A as manufactured by Pecora or Vulkem.

Liquid Flashing – Johns Manville PermaFlash System or Soprema ALSAN System.

Pitch pan caps: two-pound minimum lead flashing with stainless steel drawbands.

Asphalt primer: ASTM D41 for application prior to the installation of all flashings. Coal tar primer meeting ASTM D43.

Flashing: Torch-applied, modified bitumen, aluminum foil-surfaced flashing sheet as manufactured by Siplast, GAF, or Soprema. Bright white torch-applied flashing sheet as manufactured by Polyglass.

Roof fan curb securement screws: stainless steel screws with stainless steel washers and soft neoprene washers.

METAL ROOF MATERIALS
Peel & Seal with aluminum foil surface, as manufactured by Cofair Products, Inc.

Metal roof panel patch: 24-gauge Galvalume or as required to match existing metal roof materials.

Metal panel sealant tape: butyl seam tape.

Metal panel screws: No. 12, No. 14 or larger self-tapping fasteners with corrosion-resistant coating.

Closures – to match existing materials.

Republic Powdered Metals (RPM) metal roof repair materials: Solargard Hy-Build, Solargard Seam Sealer, Rustop Metal Primer, Solargard Metal Primer and Permafab fabric.

Gutters and downspouts: Aluminum Gutters.

Ridge cap, hip cap, valley metal – to match existing materials.

Insulation – Fiberglass insulation to match existing materials and thickness.

Purlins – to match existing materials.

Panel Clips – to match existing materials.

ASPHALT SHINGLE MATERIALS
Dimensional Shingle, UL Class "A": Mineral-surfaced, fungus resistant, self-sealing, fiberglass-based shingle complying with ASTM D 7158, Grade H, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label. Color to be selected by Owner. At final review, provide one bundle of extra shingles.

Products: Acceptable manufacturers include GAF, Owens-Corning, or Certainteed.

Asphalt-saturated roofing underlayment, felt: No. 30, non-perforated underlayment organic felt, complying with ASTM D- 226, or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970).

Decking nails shall be minimum 8d ring shank, double hot dipped galvanized nails, made in America.

Shingle nails shall be minimum 1-1/2 inch double hot dipped galvanized nails, made in America.

Valley lining: Peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970), aluminum sheet, minimum 0.024-inch thickness, and minimum 16 inches wide.

Perform work in accordance with the NRCA Steep Roofing Manual and Florida Building Code.

All projects and products to meet Florida Building Code requirement and must be energy-star rated.

The SDMC asphalt shingle roof system shall consist of the following:

GAF approved Class A Fire Exposure roofing system shall include the following materials and method of installation:

GAF approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or GAF Timberline shingles.

Owens Corning approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Owens Corning approved roofing felt underlayment (meeting ASTM D-226) or peel and stick underlayment provided by shingle manufacturer (meeting ASTM D1970) or Owens Corning Duration shingles with VentSure rigid roll ridge vents
.
Certainteed approved Class A Fire Exposure roofing system shall include the following materials and method of installation: Certainteed approved roofing felt underlayment (meeting ASTM D-226), peel and stick underlayment provided by the shingle mainufactuer (meeting ASTM D1970), or “No. 30 ASTM” on nailable surfaces, Certainteed “Elite Glass-Seal” shingles with Landmark Solaris continuous roll vent.

SHINGLED ROOF PRODUCT SAMPLE
Upon project/repair work request, submit full range of samples for color and texture selection as requested.

ACCESSORIES

Asphalt Plastic Cement: Fibrated asphalt cement complying with ASTM D-4586, Type II (asbestos free), designed for trowel/steep application.

Starter Strip Shingles – as provided by the shingle manufacturer.

Hip and Ridge Shingles – as provided by the shingle manufacturer.

Nails: Hot-dip galvanized 11 or 12-gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate minimum 3/4" through plywood sheathing.

Adhered Dry-In Flashing: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, minimum 40-mil total thickness, with strippable treated release paper; (meeting ASTM D-1970) – for flashing of penetrations.

Vent Pipe Flashing: Pre-fabricated pipe flashing of four-pound lead sheet, having a four-inch flange.

Gutters: Shall be 0.032 aluminum color to be determine by job, size 6” x 6”, to include brackets every three (3) feet on center and downspouts every thirty (30) feet on center.

Fascia: Shall be 0.032 aluminum color to be determine by job. Sizes will be 4”, 6”, and 8”. Size will be dictated by existing wood fascia and building.

Edge metal shall be 0.032 aluminum color to be determine by job. The aluminum drip edge shall be fastened to the roof with aluminum fasteners. Sheet flashings for valleys shall be ASTM B 209 0.028-inch thick, mill finish aluminum.

FLASHING FABRICATION
Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance. Hem exposed edges of flashing minimum 1/4-inch on underside.

EXAMINATION
Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SDMC.

INSTALLATION
Reattach wood decking in accordance with current Florida Building Code uplift requirements (Table 2304.9.1):

CONNECTION	FASTENING	LOCATION

Wood - Roof and Wall Sheathing (to framing):	½" and less	6 inch o.c. (on center) edges and intermediate. 4 inch o.c. (on center) at component and cladding edge strip #3

General: Comply with instructions and recommendations of shingle manufacturer, except to the extent more stringent requirements are indicated. After removing the existing roofing system, including the underlayment felt, the existing decking shall be re-nailed. Areas of deteriorated decking shall be replaced with new decking to match the existing decking.

Underlayment: Apply first layer of 19-inch wide underlayment felt placed along the eaves and overhanging the drip edge by 1/4-inch. Place a full 36-inch wide sheet over the starter with the long edge placed along the eaves and completely overlapping the starter strip. Succeeding courses will be full width sheets lapping succeeding courses at 4 inches minimum and fastening with sufficient nails to hold in place until shingle application. End laps should be 12 inches wide and located 6 feet from end laps in the preceding course.

Weather lap and seal watertight with plastic roof cement items projecting through or mounted on the roof.

Place one layer of sheet metal flashing, minimum 16 inches wide, centered over full ply of underlayment ply installed along the entire length of the valley. Weather lap joints minimum 12 inches and apply plastic roof cement to the lapped surfaces. Nail in place 12 inches on center along the outer edges. Install peel and stick underlayment in valley over sheet metal flashing in accordance with manufacturer requirements.

Shingles: For starter strip, use manufacturer's starter strip; fasten shingles in manufacturer's recommended pattern, weather exposure using six nails per shingle. Shingles on the steeply sloped portions shall be secured with eight fasteners per shingle and plastic roof cement under each tab. Use horizontal and vertical chalk lines to ensure straight coursing. Valleys shall be closed-cut.

Apply plastic roof cement to all shingled valleys, starter strips and rake ends.

Flashing and Edge Protection: Install metal flashing, vent flashing and edge protection as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Rake metal shall be installed on top of underlayment felt. Drip edge metal shall be installed below the underlayment metal. Flanges shall be fastened at four inches on center.

Install ridge vent according to manufacturer's requirements, secured with stainless steel screws.

PART 3 – EXECUTION
GENERAL

Install repair materials in accordance with the approved manufacturer's recommendations. Repairs shall be performed in general accordance with National Roofing Contractors Association (NRCA)/Asphalt Roofing Manufacturer Association (ARMA) Manual of Roof Maintenance and Repair, and the Single Ply Roofing Industry (SPRI) Manual of Roof Inspection, Maintenance and Emergency Repair for Existing Single-Ply Roofing Systems.

Work shall be executed so that each area of repair is started and completed the same day. This shall include all flashing within and adjoining the membrane. The roofing and flashing shall be applied to smooth and firm surface free from moisture, dirt, objects, and foreign materials. Application of roofing shall not be performed under wet prepared for flashing.

Remove all debris daily from the roof at a time and in a manner approved by the SBSC. The location of debris dumpsters must be coordinated with the SBSC prior to removing the existing roof systems. Use enclosed chute or hoist to minimize dust, dirt and noise when lowering debris off the roof areas.

ROOF REPAIRS - MODIFIED BITUMEN ROOFS

Holes, punctures, splits, curled edges, flashing seams, and blisters shall be repaired with liquid flashing system. Areas containing moisture shall be allowed to dry prior to placing the patch materials. Curled edges shall be removed. Gravel and debris in areas affected shall be swept away. Apply an asphalt primer to areas to be repaired and allow drying according to manufacturer requirements. On coal tar roofs, use a coal tar primer. Apply a five course seal of roof cement and reinforcing fabric. Reapply gravel into the roof cement on those roofs that are gravel-surfaced in sufficient quantities to cover the patch areas.

At roof drains, the clamping ring shall be removed, debris removed from around the sump area, the area primed and then patched with the specified roof cement and fabric tape, applied as a minimum three course patch. The clamping ring shall then be reinstalled with new stainless steel bolts.

On areas where the gravel surfacing has eroded or washed away, the area shall be broom swept, a primer applied and allowed to dry, and new gravel surfacing applied into solid trowelings of roof cement. The gravel shall be applied at a rate of 400 pounds per 100 square feet.

On smooth-surfaced roofs, after completing repairs and cleaning the surface by pressure washing, the specified aluminum coating shall be applied at a rate of two gallons per 100 square feet.

On modified bitumen roofs, large areas shall be patched with the specified cap sheet. The area shall be primed and the primer allowed drying according to manufacturer requirements. The cap sheet shall be torched into place with granules placed into the bleed-out along the laps while the asphalt is still hot.

On stripped-in sheet metal, on built-up roofs, the existing stripping shall be removed, the metal shall be refastened at three inches on center with fasteners staggered, the flange primed and allowed to dry and then stripped-in with a three course of roof cement and six inch fabric tape, followed by an eight inch fabric tape top coated with roof cement. For gravel-surfaced, built-up roofs, the gravel shall be reapplied up to the gravel-stop edge.

ROOF REPAIRS – METAL ROOFS

At holes and small rust-through areas, a metal patch shall be installed, cut larger than the opening. The existing surface shall be wire brushed, sealant tape installed around the outside edge where the patch is to be installed to form a continuous gasket and then the metal patch placed into the tape. Self-tapping screws shall be used to stitch the patch to the existing metal panel. When completed, the patch and surrounding area shall be coat with coating to match the existing color of the panels.

Loose fasteners shall be tightened. Where the fastener has wallowed the hole, a larger fastener with neoprene gaskets and steel washers shall be used and properly installed.

At valleys, seams, eaves, penetrations, and ridge caps, and repairs requiring that the metal pieces be taken apart, repairs shall be as follows: take connection apart, clean out existing sealant, install new sealant tape to form a continuous gasket and reattach the metal pieces using new fasteners. Hand seaming shall be acceptable for small areas to be reinstalled. For large areas, the manufacturer's seaming tool shall be used.

Where closure strips are missing, new closure strips supplied by the panel manufacturer shall be installed. An adhesive shall be used to re-secure the closure strip to the panels.

Areas of surface corrosion to be recoated shall be prepared by pressure washing, sealing seams and penetrations, and applying the specified aluminum or colored coating according to manufacturer requirements.

Gutters and downspouts to be replaced shall match existing components and be installed in accordance with the original manufacturer's requirements. Gutter spacers shall be placed at 24 inches on center.

ROOF REPAIRS - SHEET METAL

Loose copings shall be re-secured with non-corroding screws and washers placed 12 inches on center. Coping joints shall be sealed with specified sealant.

Deteriorated counter flashings shall be replaced with new counter flashings, formed to match the existing metal. Surface-mounted counter flashings shall be fastened at the top at eight inches on center. The top edge of the counter flashing shall be sealed with the specified sealant.

Deteriorated expansion joint covers shall be replaced with new expansion joint covers to match configuration and bellow width. New cover joints shall be installed according to manufacturer requirements.

Pitch pans shall be topped-off with roof cement, with the top surface of the cement sloped to provide positive run-off water. Pitch pans that are rusted through are to be replaced with two-part liquid applied flashings. Seal top of pitch pans with lead flashing sheets folded over sides of pan and secured at top with drawband and sealed with specified sealant.

ROOF REPAIRS -SHINGLED ROOFS

Where broken or curled shingles need replacement, the shingle shall be removed, the surrounding shingle fasteners loosened where required to remove the damaged shingle, and the new shingle installed with six fasteners per shingle. Surrounding shingles shall then be reinstalled with tabs set into roof cement.

ROOF REPAIRS-SINGLE-PLY ROOFS

At holes, punctures, open seams and open flashing laps, the distress shall be repaired with specific materials as recommended by the manufacturer. It is the Contractor's responsibility to notify the manufacturer in writing for warranty repairs so as to not void the manufacturer's warranty.

Alternate single-ply repair materials for areas that incur some ponding are RPM GeoGard with Permaply fabric. The GeoGard base coat shall be applied at the rate of three gallons per 100 square feet. The fabric shall be installed into the base coat and then the GeoGard white top coat shall be applied at the rate of one gallon per 100 square feet. For those areas where ponding does not occur, RPM Rubberflex shall be installed. The buff base coat shall be applied at the rate of one gallon per 100 square feet, followed by the fabric and then the white finish coat applied at the rate of two gallons per 100 square feet. For both systems, allow the base coat to dry (at least 12 hours) before applying the finish coat.

EXAMINATION

Contractor must examine substrate and conditions under which shingling work is to be performed and must notify the authorized representative of the SDMC in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected in a manner acceptable to the SBSC.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of refuse from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.		
PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		

7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
    9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
    9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
    9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
    9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 21, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
August 30, 2023	Questions/Clarifications due
August 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
September 11, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*September 25, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for September 25, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone. To attend the meeting, by phone: 1-407-502-8485, Conference ID: 273 194 523#.
*On or About October 4, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*October 24, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

Print Name: _____

Signature: _____ Date: _____

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

   Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX E

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX F

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX G
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX H

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX I

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

NOTICE OF INTENT TO AWARD

BID ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

CONTRACT PERIOD: NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026

FOR BOARD APPROVAL ON OCTOBER 24, 2023

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR

Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	1. Roofer, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Roofer, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday		3. Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Advanced Roofing, Inc.	$75.00		$95.00		$70.00	
Core Roofing Systems, Inc.	**$60.00**		**$70.00**		**$60.00**	
Gulf States Industries, Inc.	**$70.00**		**$89.00**		**$60.00**	
Porter Roofing Contractors, Inc.	**$75.00**		**$75.00**		**$60.00**	
Precision Roofing Solutions	**$65.00**		**$85.00**		**$65.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$75.00**		**$112.50**		**$50.00**	
RMS Orlando, Inc.	$96.00		$106.00		$85.00	
Springer-Peterson Roofing & Sheet Metal	**$56.00**		**$70.00**		**$56.00**	
Sutter Roofing Company of Florida	**$62.00**		**$75.00**		**$58.00**	
WeatherProofing Technologies	$175.00		$210.00		$175.00	

	4. Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Advanced Roofing, Inc.	$90.00	
Core Roofing Systems, Inc.	**$70.00**	
Gulf States Industries, Inc.	**$79.00**	
Porter Roofing Contractors, Inc.	**$60.00**	
Precision Roofing Solutions	**$85.00**	
RDCR, LLC DBA R&D Construction and Roofing	**$70.00**	
RMS Orlando, Inc.	$95.00	
Springer-Peterson Roofing & Sheet Metal	**$70.00**	
Sutter Roofing Company of Florida	**$75.00**	
WeatherProofing Technologies	$210.00	

TABULATION OF BIDS ON ROOFING INSTALLATION AND REPAIR SERVICES- COMMERCIAL, METAL, SHINGLE , SDMC 24-0070-MR
Bids Due: 3:00 p.m., Monday, September 11, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-		6. Subcontratced Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Advanced Roofing, Inc.	10%		10%		10%	
Core Roofing Systems, Inc.	**10%**		**10%**		**10%**	
Gulf States Industries, Inc.	**7%**		**8%**		**9%**	
Porter Roofing Contractors, Inc.	**10%**		**9.75%**		**9.75%**	
Precision Roofing Solutions	**10%**		**10%**		**10%**	
RDCR, LLC DBA R&D Construction and Roofing	**10%**		**10%**		**10%**	
RMS Orlando, Inc.	10%		10%		10%	
Springer-Peterson Roofing & Sheet Metal	**10%**		**10%**		**10%**	
Sutter Roofing Company of Florida	**10%**		**10%**		**10%**	
WeatherProofing Technologies	10%		10%		10%	

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Sutter Roofing Company of Florida

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department 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 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 12.15

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Authorize the Superintendent to execute a Certificate of Occupancy for the District regarding the Manatee and Palmetto High School – Field Turf Replacement projects (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent, of his designee, to execute a Certificate of Occupancy for the Manatee and Palmetto High School – Field Turf Replacement projects. Substantial Completion has been established by the Project Architect and Construction Manager for Manatee High School on August 27, 2023 and Palmetto High School on September 12, 2023.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Manatee and Palmetto High School - Field Turf Replacement Project Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Certificate of Occupancy for the District regarding the Manatee and Palmetto High School - Field Turf Replacement projects. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
MHS and PHS -Football Field Turf Replacement Project Summary 10.24.2023
MHS Football Field Turf Replace CM Substantial Completion 10.24.2023
PHS Football Field Turf Replace CM Substantial Completion 10.24.2023

Manatee High and Palmetto High School Football Field Turf Replacement

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Osborn Engineering	Currently on the District's continuing contract lists.
CONSTRUCTION MANAGER:	Jon F. Swift Construction	Currently on the District's continuing contract lists.
BUILDING OFFICIAL:		Currently on the District's continuing contract lists.

PROJECT BUDGET:	$3,420,000.00	Revised Total Project Budget (03/28/23)
	$2,220,000.00	Original Project Budget (10/11/22)

SCOPE: Replacement of the existing Football Stadium natural turf field with a synthetic turf system.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		October 11, 2022	Approved	Continuing Contracts List
Agreement:	$143,000.00	November 8, 2022	Approved	Architectural/Engineering Services
TOTAL	**$143,000.00**			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		October 11, 2022	Approved	Continuing Contracts List
Agreement:	$12,831.00	November 8, 2022	Approved	Pre-Construction
Amendment 1:	$3,167,487.00	April 11, 2023	Approved	Guaranteed Maximum Price - Amendment 1
Change Order 1:	($262,917.00)	October 10, 2023	Approved	Deduct Direct Materials Purchases
Substantial Completion	$0.00	October 24, 2023	Pending	Substantial Completion
TOTAL	**$2,917,401.00**			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:				
Agreement:		N/A		
TOTAL				
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	**$0.00**			

SUBSTANTIAL COMPLETION

Project: Manatee High School - Field Turf Replacement
Location: 902 33rd Street Ct W
Bradenton, FL 34205

Project Number: CON#

Contract Date: 11/8/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Osborn Engineering
360 Central Avenue, Suite 1150
St. Petersburg, FL 33701

CM: Jon F. Swift Construction
2221 8th Street
Sarasota, FL 34237

Date of Issuance: 8/27/23

Project or Designated Portion shall include:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

8/27/2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

OSBORN ENGINEERING		9-25-23
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) _____ days from the above date of Substantial Completion.

Jon F. Swift	Justin Williams Digitally signed by Justin Williams DN: C=US, E=Justin@jonfswiftinc.com, O=Jon F Swift Inc., CN=Justin Williams Date: 2023.10.02 09:18:23-04'00'	10/2/2023
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on SC 8/27/2023

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

OCT 05 2023

SUBSTANTIAL COMPLETION

Project: Palmetto High School - Field Turf Replacement
Location: 1200 17th St. W
Palmetto, FL 34221

Project Number: CON#

Contract Date: 11/8/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Osborn Engineering
360 Central Avenue, Suite 1150
St. Petersburg, FL 33701

CM: Jon F. Swift Construction
2221 8th Street
Sarasota, FL 34237

Date of Issuance: 9/12/23

Project or Designated Portion shall include:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

9/12/2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

OSBORN ENGINEERING		9-25-23
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) _____ days from the above date of Substantial Completion.

Jon F. Swift	Justin Williams Digitally signed by Justin Williams DN: C=US, E=Justin@jonfswiftinc.com, O=Jon F Swift Inc., CN=Justin Williams Date: 2023.10.02 09:19:30-04'00'	10/2/2023
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on SC 9/12/2023

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

OCT 05 2023

AGENDA ITEM NO. 12.16

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval for the Parrish Community High School Girls Varsity Basketball Team To Participate in the All-State Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana on January 3-7, 2024, (No Financial Impact)

Executive Summary
The Parrish Community High School girls' varsity basketball team has been invited to attend the All-State Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana.

Being invited to this tournament is an awesome opportunity, as it will not only help our students athletically in the recruiting process, but it will also give them an opportunity to compete against some of the top teams in the nation, along with being able to play in front of over 200 college coaches from all Divisions. There are only 32 girl teams and 32 boy teams invited each year to this prestigious tournament.

Other great opportunities for students will include visiting historical landmarks and educational museums such as the National WWII Museum, New Orleans Museum of Art, and a tour inside of the Caesar's Superdome in New Orleans, LA.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval for the Parrish Community High School girls varsity basketball team to participate in the All-State Sugar Bowl National Prep Basketball Classic in Westwego, Louisiana on January 3-7, 2024, (No Financial Impact)

Financial Impact
The entire trip is funded through the Parrish Community High School Booster Club and at no cost to the district.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
PCHS Girls Varsity Basketball Team Travel to Westwego, LA 1.3-1.7.2024

Manatee County School District
Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 10-2-2023 Field Trip Date: 1-3-2024 School: Parrish Community H.S.
Date / Time of Departure from school: 1-3-2024 6:20 AM
Date / Departure time from field trip location: 1-7-2024 6:25AM
Arrival time back at school: 10:00 AM
Field Trip Coordinator SHAWN TRENT & KRISTY CUMMINS
Trip Destination – Name: ALL STATE SUGAR BOWL NATIONAL PREP CLASSIC
Address: 2000 SEGNETTE BLVD
WESTWEGO, LA 70094
Phone: 504-427-5465 Website: allstatesugarbowlhoops.com
Brief Description/Educational Purpose of the Trip:
SEE ATTACHED

Field Trip Type:
- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
X Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: GIRLS VARSITY BASKETBALL # of Students: 15
# of Chaperones: 7

Type of Transportation:
____ School Bus (bus requisition 20 days prior to trip)
____ Special Needs Bus Is Required
____ District Vans/Cars
____ Walking
If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
____ Rental Vehicle
____ Educational Tour Group Name: _____ provided Contact Info: _____
X Other No District transportation FLIGHT

The following information must be included for non-District transportation providers:
Name of Transportation Provider: SOUTHWEST AIRLINES
Address of Transportation Provider: 2702 LOVEFIELD DR. DALLAS, TX
Phone # Transportation Provider: 1-800-433-5368
Year, Type, & Make of Vehicles: COMMERCIAL AIRLINE

Proof of personal automobile liability insurance, copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs $8,500.-
Transportation Cost $5,000.-
Other Cost $3,500.-
Total cost of the trip $8,500.-

Internal Account# 12070
Admission Fee Ø Cost per student Ø

How Trip is Funded:

___ Discretionary ___ Students Pay ___ District
___ Internal Accounts X Other BOOSTER

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Signature of Field Trip Coordinator *Date*

Principal Signature/Date
(Initial Approval of Request)

Signature of Sponsor/Date

Signature Depart./Team Chair/Date

Signature Activities Dir.(H.S.)/Date

Final Principal Signature/Date
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Type "B" and "C" Signature Approvals Below

Willie Clark
Willie Clark (Oct 5, 2023 15:12 EDT)

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

AGENDA ITEM NO. 12.17

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Additional Cyber Security Services, SDMC No. 24-0093-RG, Estimated in the Amount of $50,000.00 (General Fund)

Executive Summary
The IT network enterprise environment is dynamic and continues to evolve to meet the demands of operations. To ensure cyber security and efficient use of resources are maintained at an acceptable level, the tuning of various alerting protocols are required to address the changing threat environment maintained by the School District of Manatee County, Florida.

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(22), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

SOW will route for signature, but will not be included on Boardwork given the nature of the services being procured.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation

The Superintendent recommends approval to purchase additional cyber security services, SDMC No. 24-0093-RG, estimated in the amount of $50,000.00. (General Fund)

Financial Impact

The cost to implement this agenda item is estimated in the amount of $50,000.00. The funding source for this expenditure is the General Fund and is included in the Information Technology Department approved budget for 2023-2024.

Contact

Submitting Department: Information Technology
Initiated By: Scott Hansen

AGENDA ITEM NO. 15.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Panorama Education Surveys, No. 24-0076-RG, Estimated in the Amount of $130,000.00 (Multiple Funding Sources)

Executive Summary
In October of 2019, the School District of Manatee County partnered with Panorama Education to administer district-wide staff, student, and parent surveys. Surveys were implemented throughout the following school years. The District is requesting approval to continue the use of Panorama Education Surveys for the 2023-2024 School Year. The program scope includes an annual license fee and project management services.

Administered surveys are produced by SDMC staff with SDMC Leadership approval and are NOT Panorama stock surveys. In addition, all administered surveys adhere to all Florida Statutes and all FLDOE guidelines. Surveys are provided to parents and parents can opt out.

The license period is October 1, 2023 to September 30, 2024. The cost of the one-year license is $130,000.00.

Historical expenditures are as follows:

- 2022-2023 $126.250.00
- 2021-2022 $124,375.00
- 2020-2021 $126,250.00

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

The supplier is Panorama Education, Boston, MA, Florida Document No. F17000005229.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval to purchase Panorama Education Surveys, SDMC No. 24-0076-RG, estimated in the amount of $130,000.00. (Multiple Funding Sources) and for the approval to execute the Standard Student Data Privacy Agreement between the School District of Manatee County, FL and Panorama Education, Inc. The Superintendent requests permission to name a designated representative to sign the Student Data Privacy Agreement.

Financial Impact
The cost to implement this agenda item will not exceed $130,000.00. The funding source for this expenditure is various federal grants and is in the approved budget for 2023-2024.

Contact
Submitting Department: Strategic Planning
Initiated By: Kevin Chapman

Attachments:
Panorama ToS - PJD - 10-16-23
Fl NDPA V1 with no exhibit

PANORAMA EDUCATION - SERVICE ORDER

Primary Contact Information			
LEA		**Panorama Education, Inc. ("Panorama")**	
LEA Legal Name ("LEA")	School District of Manatee County	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Kevin Chapman, Chief of Staff	*Contact*	Jillian Evans
Billing / Payment Address	215 Manatee Avenue West	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	Bradenton, FL 34205	*City / State / Zip*	Boston, MA 02108
Primary Contact Email Address	chapman3k@manateeschools.net	*Email*	jevans@panoramaed.com
Primary Contact Phone Number	941- 708- 8770 x 2178	*Phone*	(617) 356-8123
Accounts Payable Contact	Kevin Chapman		
Accounts Payable Email Address	chapman3k@manateeschools.net		
Accounts Payable Phone Number	941- 708- 8770 x 2178		
Purchase Order Required?	Yes [x] No [ ]		

(1) Description of Services and (2) Fees		
Description of Services	**Fees**	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Student survey administration, analysis and reporting. • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators	***Effective Date:***	Date agreement is counter-signed by all parties.
	Contract Term: *(From Effective Date)*	1 Contract Year
	Annual License Fee:	$75,000 / year
Services: ***Project Management*** Includes dedicated Project Manager who will work with the School DIstrict of Manatee County to execute a successful project administration. • Develop a project timeline • Manage setup and administration • Custom configurations • Manage logistics for paper surveys (if applicable) • Coordinate rollout of reports	*Project Management | Project Support | Technical Support:*	$0 / year (included in the licenses fee)
	Annual Total: ***Total Over Contract Term:*** *(Invoiced on Effective date of Year 1 unless otherwise specified)*	$75,000 / year $75,000

(3)Agreement
The entire agreement by and between LEA and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the Data Privacy Agreement ("Terms").
(4) Supplemental Terms and Conditions (if any)
Authorization

PANORAMA EDUCATION - SERVICE ORDER

By signing below, LEA and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
LEA Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

PANORAMA EDUCATION - SERVICE ORDER

Primary Contact Information			
LEA		**Panorama Education, Inc. ("Panorama or Provider")**	
LEA Legal Name ("LEA")	School District of Manatee County	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Kevin Chapman, Chief of Staff	*Contact*	Jillian Evans
Billing / Payment Address	215 Manatee Avenue West	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	Bradenton, FL 34205	*City / State / Zip*	Boston, MA 02108
Primary Contact Email Address	chapman3k@manateeschools.net	*Email*	jevans@panoramaed.com
Primary Contact Phone Number	941- 708- 8770 x 2178	*Phone*	(617) 356-8123
Accounts Payable Contact	Kevin Chapman		
Accounts Payable Email Address	chapman3k@manateeschools.net		
Accounts Payable Phone Number	941- 708- 8770 x 2178		
Purchase Order Required?	Yes [x] No [ ]		

(1) Description of Services and (2) Fees		
Description of Services	**Fees**	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Staff and family survey administration, analysis and reporting. • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators	***Effective Date:***	Date agreement is counter-signed by all parties.
	Contract Term: *(From Effective Date)*	1 Contract Year
	Annual License Fee:	$55,000 / year
Services: ***Project Management*** Includes dedicated Project Manager who will work with the School DIstrict of Manatee County to execute a successful project administration. • Develop a project timeline • Manage setup and administration • Custom configurations • Manage logistics for paper surveys (if applicable) • Coordinate rollout of reports	*Project Management | Project Support | Technical Support:*	$0 / year (included in the licenses fee)
	Annual Total: ***Total Over Contract Term:*** *(Invoiced on Effective date of Year 1 unless otherwise specified)*	$55,000 / year $55,000

(3)Agreement
The entire agreement by and between LEA and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the Data Privacy Agreement ("Terms").
(4) Supplemental Terms and Conditions (if any)
Authorization

PANORAMA EDUCATION - SERVICE ORDER

By signing below, LEA and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
LEA Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

Panorama Terms of Service

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform").

These Panorama Terms of Service herein are incorporated in, and made a part of, the Agreement. Terms not otherwise defined herein shall be as defined in this Agreement. [LEA refers to the District, and Panorama refers to Provider.]

These Terms of Service are intended to supplement the NDPA ("the Agreement"). If there is an express conflict between these Terms of Service and the Agreement, the Agreement shall prevail. If these Terms of Service appear merely inconsistent or ambiguous with any terms in the Agreement, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in these Terms of Service or the Agreement, on a matter that is addressed elsewhere, in the Terms of Service or Agreement, shall not be deemed to present a conflict, inconsistency or ambiguity.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms herein, Panorama hereby grants LEA (including LEA's students, employees, and parents and authorized guardians of LEA's students, all as applicable and described in the relevant Service Order, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for LEA's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to LEA by Panorama.

1.2 Limitations. Except as expressly permitted by the terms herein, LEA will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (g) use the Platform to collect, record, retain, use or disclose any individual's information other than in compliance with federal, state and local laws and regulations; or (h) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama,

1.3 LEA will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes and in compliance with federal, state and local laws and regulations, including without limitation obtaining any necessary consents; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (iv) notify Panorama promptly of any known or suspected unauthorized access or use. LEA will assist Panorama in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, all rights granted to LEA and all obligations of Panorama will immediately terminate and LEA will promptly cease use of the Platform.

2. INTELLECTUAL PROPERTY INDEMNIFICATION BY PANORAMA

2.1 Panorama will indemnify, defend and hold LEA and the officers, directors, agents, and employees of LEA ("LEA Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the LEA Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 2 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express

consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by LEA has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for LEA the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement and refund LEA all fees for services not performed. LEA Indemnified Parties shall give prompt written notice of any matter it believes should be indemnified under this Section 2 and will cooperate with Panorama in the defense of such matters, but LEO Indemnified Parties shall not be financially liable for Panorama's expense in indemnifying LEA Indemnified Parties. This Section 2 states Panorama's entire obligation and LEA's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

3. LIMITATIONS OF LIABILITY

3.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE AGREEMENT, OR IN ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) LEA'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 HEREIN (RIGHT TO USE PLATFORM) AND (B) PANORAMA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 2 HEREIN, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

3.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE AGREEMENT, OR IN ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) LEA'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 HEREIN (RIGHT TO USE PLATFORM) AND (B) PANORAMA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 2 HEREIN, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY LEA TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

3.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

4. INTELLECTUAL PROPERTY

4.1 LEA Data. As between LEA and Panorama, LEA owns data input into the Platform, or otherwise provided to Panorama, by LEA and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("LEA PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by LEA and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "LEA Data"). Notwithstanding anything contained herein, in the Agreement, or any associated agreement, LEA hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use LEA Data to perform Panorama's obligations under this Agreement; and (ii) perpetual, irrevocable right and license to copy, modify and use LEA PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research. LEA reserves any and all right, title and interest in and to LEA Data other than the licenses therein expressly granted to Panorama under this Agreement

4.2 Panorama Intellectual Property. Notwithstanding anything contained herein, in the Agreement, or in any associated agreement, Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, feedback and input from LEA with respect to the Platform ("Feedback"), underlying research and methodologies (by whomever produced except to the extent LEA produced such material other than Feedback), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to LEA under this Agreement with respect to the Platform.

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School District of Manatee County, FL

and

Panorama Education, Inc.

Provider Name

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

School District of Manatee County, FL , located at 215 Manatee Avenue West, Bradenton, FL 34205
(the "**Local Education Agency**" or "**LEA**")

And

Panorama Education, Inc. located at 24 School Street, 4th Floor, Boston, MA 02108 (the "**Provider**").
Provider Name Street, City, State

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check Box if Required***

☑ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)

☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Kevin Chapman Title: Chief of Staff

Address: 215 Manatee Avenue West,

Phone: 941-708-8770 Email: chapman3k@manateescho

The designated representative for the Provider for this DPA is:

Name: Michael Reynolds Title: Director of Legal

Address: 24 School Street, 4th Floor, Boston, MA 021

Phone: (617) 356-8123 Email: privacy@panoramaed.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA, School District of Manatee C

Date: _____

District By: _____

Printed Name: _____ Title/Position: _____

Panorama Education, Inc.

Name of Provider

By: _____ Date: _____

Printed Name: Michael Reynolds Title/Position: Director of Legal

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

    (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
        i. The name and contact information of the reporting LEA subject to this section.
        ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
        iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

School District of Manatee County will be partnering with Panorama Education, Inc. on Student, staff, and family surveys. The surveys are used for district planning and supporting students' life skills. School District of Manatee County selects 100% of their own survey content, and families have the option to not have their student take the survey.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☐
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☑
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☑
	Place of Birth	☐
	Gender	☑
	Ethnicity or race	☑
	Language information (native, or primary language spoken by student)	☐

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☑
	Student grade level	☑
	Homeroom	☑
	Guidance counselor	☑
	Specific curriculum programs	☑
	Year of graduation	☑
	Other enrollment information-Please specify: District Manager VP	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☑
	Teacher names	☑
Special Indicator	English language learner information	☐
	Low income status	☑
	Medical alerts/ health data	☐

Category of Data	Elements	Check if Used by Your System
	Student disability information	☐
	Specialized education services (IEP or 504)	☑
	Living situations (homeless/foster care)	☑
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☑
	Phone	☐
Student Identifiers	Local (School district) ID number	☑
	State ID number	☑
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	☑
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☑
Student Survey Responses	Student responses to surveys or questionnaires	☑
Student work	Student generated content; writing, pictures, etc.	☑

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

School District of Manatee County, FL Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Categories of data

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Describe here or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

4. Signature

Authorized Representative of LEA Date

5. Verification of Disposition of Data

Authorized Representative of Provider Date

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☐	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
☑	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for [FL]

Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site, service, or application to amass a profile of a student, except in furtherance of k-12 school purposes.
c) Share, sell, or rent a student's information, including covered information.

2) An operator shall do all the following:
a) Collect no more covered information than is reasonably necessary to operate an Internet website, online service, online application, or mobile application.
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

LEA and Provider agree to the following additional terms and modifications:
(This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None." 618-1/4715859.1)

NONE

DH Pace Company

DH Pace Company

AGENDA ITEM NO. 15.2

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of 2023-2024 Salary Schedules for SAMP (Supervisory, Administrative, Managerial and Professional staff), Hourly Non-Bargaining and School Administrator (Multiple Funding Sources)

Executive Summary
Florida Administrative Code 61-1.052 requires each School Board to adopt salary schedules for all employees and a payroll period schedule annually. The adopted schedules must be submitted to the Florida Department of Education (DOE) as part of the District's summary budget package.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of 2023-2024 Salary Schedules for SAMP (Supervisory, Administrative, Managerial and Professional staff), Hourly Non-Bargaining and School Administrator (Multiple Funding Sources)

Financial Impact
There is no financial impact.

Contact
Submitting Departments: Human Resources
Initiated By: Rick Bailey

Attachments:
2023-2024 SAMP A 10 Mo Salary Schedule
2023-2024 SAMP B 10.5 Mo Salary Schedule
2023-2024 SAMP C 11 Mo Salary Schedule
2023-2024 SAMP D 12 Mo Salary Schedule
2023-2024 HNB 10, 10.5, 11 Mo. Salary Schedules
2023-2024 HNB 12 Mo Salary Schedule
2023-2024 School Administrator Pay for Principal_AP_AD 9.13.2023 Final
2023-2024 Grandfathered School Admin Salary Schedules

School District of Manatee County
10-Month SAMP Salary Schedule 2023-2024

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
A01	$30,418	$31,040	$31,658	$32,293	$32,937	$33,597	$34,268	$34,955	$35,653	$36,364	$37,095	$37,834	$38,587	$39,365	$40,147	$40,956	$41,772	$42,607	$43,462	$44,328	$45,300	$49,622	$50,614	$51,626	$52,658	$53,712	$54,786	$55,882	$57,000
A02	$32,262	$32,919	$33,579	$34,257	$34,937	$35,638	$36,349	$37,076	$37,817	$38,576	$39,345	$40,133	$40,936	$41,749	$42,586	$43,441	$44,307	$45,192	$46,098	$47,021	$48,055	$52,461	$53,510	$54,580	$55,671	$56,785	$57,921	$59,079	$60,261
A03	$34,243	$34,941	$35,640	$36,356	$37,078	$37,822	$38,578	$39,349	$40,136	$40,939	$41,754	$42,591	$43,445	$44,311	$45,198	$46,100	$47,024	$47,963	$48,924	$49,900	$50,947	$55,433	$56,542	$57,673	$58,826	$60,003	$61,203	$62,427	$63,675
A04	$36,304	$37,046	$37,787	$38,542	$39,314	$40,103	$40,899	$41,721	$42,553	$43,410	$44,273	$45,162	$46,064	$46,986	$47,925	$48,879	$49,860	$50,857	$51,874	$52,916	$54,058	$58,640	$59,812	$61,008	$62,228	$63,474	$64,743	$66,038	$67,359
A05	$38,502	$39,288	$40,078	$40,877	$41,696	$42,531	$43,379	$44,250	$45,134	$46,035	$46,956	$47,895	$48,855	$49,832	$50,823	$51,846	$52,880	$53,940	$55,014	$56,116	$57,338	$62,026	$63,267	$64,532	$65,823	$67,139	$68,481	$69,851	$71,249
A06	$40,879	$41,713	$42,548	$43,395	$44,261	$45,149	$46,055	$46,977	$47,913	$48,871	$49,843	$50,846	$51,863	$52,900	$53,961	$55,042	$56,136	$57,263	$58,408	$59,577	$60,845	$65,639	$66,953	$68,291	$69,657	$71,050	$72,471	$73,921	$75,399
A07	$43,338	$44,223	$45,108	$46,010	$46,933	$47,868	$48,824	$49,805	$50,796	$51,817	$52,850	$53,909	$54,992	$56,085	$57,206	$58,353	$59,519	$60,712	$61,922	$63,163	$64,489	$69,390	$70,778	$72,193	$73,637	$75,110	$76,613	$78,145	$79,708
A08	$45,978	$46,914	$47,854	$48,810	$49,785	$50,786	$51,797	$52,835	$53,891	$54,963	$56,066	$57,190	$58,334	$59,499	$60,687	$61,901	$63,143	$64,407	$65,690	$67,007	$68,441	$73,463	$74,932	$76,431	$77,959	$79,519	$81,109	$82,731	$84,386
A09	$48,789	$49,785	$50,786	$51,797	$52,834	$53,891	$54,963	$56,066	$57,190	$58,332	$59,499	$60,687	$61,901	$63,140	$64,406	$65,687	$67,007	$68,348	$69,712	$71,102	$72,569	$77,720	$79,274	$80,859	$82,476	$84,126	$85,808	$87,525	$89,275
A10	$51,778	$52,835	$53,893	$54,970	$56,068	$57,191	$58,334	$59,500	$60,689	$61,901	$63,145	$64,409	$65,693	$67,008	$68,352	$69,717	$71,109	$72,532	$73,981	$75,460	$77,015	$82,291	$83,936	$85,615	$87,328	$89,075	$90,857	$92,674	$94,528
A11	$54,944	$56,065	$57,185	$58,331	$59,498	$60,685	$61,900	$63,137	$64,401	$65,686	$67,003	$68,344	$69,705	$71,101	$72,528	$73,978	$75,457	$76,964	$78,506	$80,073	$81,674	$87,095	$88,837	$90,614	$92,426	$94,274	$96,159	$98,082	$100,043
A12	$58,286	$59,474	$60,664	$61,878	$63,118	$64,375	$65,662	$66,978	$68,312	$69,687	$71,078	$72,498	$73,946	$75,426	$76,938	$78,472	$80,037	$81,643	$83,281	$84,946	$86,650	$92,222	$94,065	$95,948	$97,866	$99,823	$101,820	$103,856	$105,933

School District of Manatee County
10.5-Month SAMP Salary Schedule 2023 - 2024

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
B01	$31,938	$32,592	$33,242	$33,907	$34,584	$35,280	$35,980	$36,702	$37,437	$38,182	$38,947	$39,727	$40,516	$41,330	$42,162	$43,001	$43,860	$44,734	$45,631	$46,543	$47,555	$51,945	$52,984	$ 54,044	$ 55,125	$ 56,227	$ 57,352	$ 58,499	$ 59,670
B02	$33,872	$34,566	$35,258	$35,963	$36,684	$37,418	$38,165	$38,929	$39,708	$40,502	$41,311	$42,135	$42,980	$43,836	$44,714	$45,611	$46,524	$47,452	$48,403	$49,370	$50,450	$54,929	$56,028	$ 57,149	$ 58,292	$ 59,457	$ 60,646	$ 61,859	$ 63,096
B03	$35,953	$36,685	$37,420	$38,169	$38,937	$39,715	$40,503	$41,313	$42,138	$42,984	$43,839	$44,718	$45,615	$46,526	$47,454	$48,406	$49,373	$50,365	$51,368	$52,395	$53,484	$58,049	$59,210	$ 60,394	$ 61,602	$ 62,834	$ 64,090	$ 65,372	$ 66,679
B04	$38,122	$38,902	$39,681	$40,473	$41,285	$42,103	$42,945	$43,810	$44,684	$45,580	$46,492	$47,420	$48,365	$49,333	$50,322	$51,327	$52,465	$53,402	$54,469	$55,558	$56,744	$61,411	$62,639	$ 63,892	$ 65,170	$ 66,473	$ 67,802	$ 69,158	$ 70,541
B05	$40,427	$41,253	$42,078	$42,924	$43,777	$44,658	$45,549	$46,463	$47,387	$48,333	$49,303	$50,287	$51,299	$52,323	$53,366	$54,436	$55,524	$56,633	$57,765	$58,919	$60,200	$64,969	$66,268	$ 67,593	$ 68,945	$ 70,324	$ 71,731	$ 73,165	$ 74,628
B06	$42,924	$43,800	$44,673	$45,565	$46,477	$47,408	$48,356	$49,326	$50,313	$51,315	$52,340	$53,386	$54,457	$55,550	$56,656	$57,791	$58,947	$60,123	$61,332	$62,556	$63,883	$68,765	$70,140	$ 71,543	$ 72,974	$ 74,433	$ 75,921	$ 77,440	$ 78,989
B07	$45,508	$46,436	$47,366	$48,309	$49,277	$50,261	$51,266	$52,296	$53,344	$54,413	$55,491	$56,604	$57,736	$58,893	$60,068	$61,271	$62,496	$63,746	$65,020	$66,326	$67,701	$72,700	$74,153	$ 75,637	$ 77,149	$ 78,693	$ 80,266	$ 81,872	$ 83,509
B08	$48,274	$49,258	$50,247	$51,255	$52,278	$53,315	$54,384	$55,477	$56,588	$57,718	$58,871	$60,049	$61,249	$62,475	$63,722	$64,996	$66,301	$67,621	$68,977	$70,355	$71,857	$76,979	$78,519	$ 80,090	$ 81,692	$ 83,326	$ 84,992	$ 86,692	$ 88,426
B09	$51,227	$52,274	$53,315	$54,384	$55,476	$56,586	$57,718	$58,871	$60,048	$61,249	$62,475	$63,721	$64,996	$66,300	$67,620	$68,975	$70,355	$71,761	$73,193	$74,662	$76,192	$81,444	$83,074	$ 84,734	$ 86,429	$ 88,157	$ 89,920	$ 91,718	$ 93,553
B10	$54,369	$55,478	$56,588	$57,720	$58,872	$60,050	$61,252	$62,481	$63,723	$64,998	$66,301	$67,626	$68,979	$70,358	$71,764	$73,205	$74,667	$76,158	$77,683	$79,237	$80,852	$86,252	$87,976	$ 89,736	$ 91,531	$ 93,362	$ 95,229	$ 97,133	$ 99,076
B11	$57,694	$58,870	$60,048	$61,248	$62,472	$63,719	$64,994	$66,299	$67,619	$68,974	$70,354	$71,760	$73,190	$74,661	$76,151	$77,678	$79,228	$80,809	$82,423	$84,074	$85,751	$91,320	$93,147	$ 95,010	$ 96,909	$ 98,848	$100,826	$102,843	$104,899
B12	$61,197	$62,443	$63,698	$64,968	$66,268	$67,598	$68,945	$70,320	$71,734	$73,167	$74,629	$76,120	$77,641	$79,195	$80,782	$82,400	$84,050	$85,726	$87,438	$89,191	$90,971	$96,669	$98,602	$100,575	$102,587	$104,638	$106,731	$108,865	$111,042

School District of Manatee County
11-Month SAMP Salary Schedule 2023 - 2024

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
C01	$33,459	$34,144	$34,824	$35,524	$36,229	$36,957	$37,693	$38,447	$39,215	$40,002	$40,798	$41,620	$42,452	$43,302	$44,167	$45,049	$45,949	$46,870	$47,808	$48,760	$49,817	$54,273	$55,358	$56,465	$57,595	$58,746	$59,921	$61,120	$62,342
C02	$35,488	$36,213	$36,935	$37,671	$38,435	$39,196	$39,985	$40,786	$41,595	$42,429	$43,277	$44,145	$45,030	$45,928	$46,844	$47,783	$48,740	$49,712	$50,712	$51,724	$52,841	$57,395	$58,543	$59,713	$60,908	$62,126	$63,368	$64,636	$65,929
C03	$37,667	$38,439	$39,198	$39,987	$40,788	$41,600	$42,432	$43,280	$44,149	$45,032	$45,930	$46,851	$47,787	$48,746	$49,714	$50,714	$51,727	$52,759	$53,816	$54,889	$56,019	$60,664	$61,878	$63,115	$64,378	$65,665	$66,978	$68,317	$69,683
C04	$39,939	$40,753	$41,569	$42,396	$43,245	$44,114	$45,000	$45,893	$46,812	$47,750	$48,698	$49,678	$50,672	$51,683	$52,720	$53,769	$54,848	$55,942	$57,061	$58,205	$59,440	$64,188	$65,472	$66,782	$68,118	$69,480	$70,869	$72,286	$73,732
C05	$42,352	$43,216	$44,084	$44,965	$45,863	$46,780	$47,717	$48,671	$49,644	$50,637	$51,650	$52,683	$53,738	$54,814	$55,906	$57,031	$58,167	$59,329	$60,518	$61,731	$63,057	$67,913	$69,272	$70,657	$72,071	$73,512	$74,982	$76,481	$78,011
C06	$44,962	$45,879	$46,806	$47,736	$48,691	$49,665	$50,658	$51,675	$52,710	$53,764	$54,832	$55,932	$57,048	$58,189	$59,357	$60,536	$61,753	$62,989	$64,251	$65,531	$66,912	$71,884	$73,322	$74,788	$76,284	$77,810	$79,366	$80,953	$82,572
C07	$47,675	$48,646	$49,615	$50,612	$51,625	$52,661	$53,714	$54,783	$55,882	$56,996	$58,139	$59,299	$60,492	$61,699	$62,931	$64,191	$65,473	$66,779	$68,116	$69,478	$70,920	$76,015	$77,535	$79,086	$80,668	$82,281	$83,926	$85,605	$87,317
C08	$50,572	$51,606	$52,642	$53,687	$54,766	$55,862	$56,978	$58,116	$59,280	$60,464	$61,670	$62,910	$64,166	$65,448	$66,761	$68,094	$69,455	$70,840	$72,262	$73,706	$75,266	$80,497	$82,107	$83,748	$85,424	$87,132	$88,874	$90,652	$92,466
C09	$53,667	$54,762	$55,862	$56,978	$58,115	$59,280	$60,464	$61,670	$62,909	$64,163	$65,448	$66,760	$68,093	$69,454	$70,840	$72,261	$73,704	$75,178	$76,684	$78,217	$79,811	$85,176	$86,880	$88,617	$90,389	$92,197	$94,041	$95,922	$97,841
C10	$56,953	$58,116	$59,282	$60,465	$61,670	$62,910	$64,167	$65,449	$66,763	$68,096	$69,455	$70,842	$72,263	$73,708	$75,183	$76,686	$78,224	$79,787	$81,376	$83,010	$84,694	$90,209	$92,013	$93,854	$95,730	$97,644	$99,598	$101,589	$103,621
C11	$60,437	$61,669	$62,908	$64,162	$65,447	$66,756	$68,091	$69,453	$70,839	$72,258	$73,701	$75,178	$76,683	$78,212	$79,780	$81,372	$83,004	$84,663	$86,352	$88,082	$89,825	$95,493	$97,404	$99,352	$101,338	$103,365	$105,433	$107,542	$109,692
C12	$64,113	$65,420	$66,727	$68,065	$69,425	$70,814	$72,227	$73,673	$75,148	$76,649	$78,186	$79,747	$81,344	$82,966	$84,633	$86,323	$88,048	$89,812	$91,608	$93,436	$95,299	$101,129	$103,150	$105,214	$107,318	$109,464	$111,653	$113,887	$116,165
C13	$67,982	$69,368	$70,760	$72,172	$73,612	$75,085	$76,586	$78,121	$79,682	$81,275	$82,899	$84,559	$86,252	$87,979	$89,738	$91,530	$93,364	$95,222	$97,132	$99,076	$101,062	$107,066	$109,207	$111,391	$113,620	$115,892	$118,209	$120,574	$122,985
C14	$72,136	$73,609	$75,082	$76,580	$78,120	$79,676	$81,273	$82,893	$84,558	$86,248	$87,975	$89,736	$91,529	$93,358	$95,221	$97,130	$99,070	$101,054	$103,076	$105,134	$107,214	$113,406	$115,674	$117,988	$120,348	$122,754	$125,210	$127,714	$130,268

School District of Manatee County
12-Month SAMP Salary Schedule 2023 - 2024

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
D01	$35,780	$36,511	$37,247	$37,990	$38,749	$39,525	$40,315	$41,121	$41,947	$42,782	$43,437	$44,507	$45,402	$46,308	$47,235	$48,181	$49,144	$50,128	$51,131	$52,156	$53,260	$57,770	$58,925	$60,104	$61,307	$62,533	$63,783	$65,059	$66,360
D02	$37,956	$38,730	$39,509	$40,296	$41,100	$41,924	$42,765	$43,615	$44,488	$45,379	$46,288	$47,213	$48,155	$49,119	$50,104	$51,107	$52,127	$53,171	$54,234	$55,321	$56,499	$61,102	$62,324	$63,571	$64,843	$66,140	$67,462	$68,812	$70,188
D03	$40,282	$41,105	$41,927	$42,769	$43,619	$44,496	$45,381	$46,294	$47,218	$48,161	$49,123	$50,106	$51,114	$52,129	$53,173	$54,237	$55,324	$56,429	$57,554	$58,704	$59,900	$64,599	$65,890	$67,209	$68,552	$69,923	$71,322	$72,748	$74,203
D04	$42,733	$43,583	$44,460	$45,346	$46,253	$47,176	$48,123	$49,085	$50,070	$51,069	$52,086	$53,131	$54,193	$55,275	$56,384	$57,508	$58,663	$59,835	$61,036	$62,254	$63,559	$68,370	$69,738	$71,132	$72,556	$74,007	$75,487	$76,997	$78,537
D05	$45,288	$46,211	$47,137	$48,080	$49,043	$50,026	$51,027	$52,046	$53,082	$54,151	$55,231	$56,338	$57,457	$58,614	$59,783	$60,979	$62,197	$63,445	$64,716	$66,005	$67,419	$72,351	$73,799	$75,274	$76,780	$78,316	$79,882	$81,480	$83,109
D06	$48,092	$49,071	$50,059	$51,053	$52,076	$53,119	$54,185	$55,263	$56,369	$57,494	$58,646	$59,820	$61,017	$62,235	$63,483	$64,750	$66,044	$67,368	$68,710	$70,088	$71,547	$76,606	$78,138	$79,700	$81,295	$82,920	$84,578	$86,270	$87,995
D07	$50,982	$52,024	$53,072	$54,129	$55,214	$56,322	$57,445	$58,594	$59,762	$60,960	$62,179	$63,419	$64,691	$65,987	$67,300	$68,650	$70,021	$71,424	$72,854	$74,310	$75,835	$81,019	$82,640	$84,293	$85,978	$87,699	$89,452	$91,241	$93,066
D08	$54,090	$55,192	$56,295	$57,426	$58,571	$59,745	$60,938	$62,157	$63,400	$64,671	$65,962	$67,283	$68,626	$69,997	$71,397	$72,827	$74,283	$75,769	$77,286	$78,832	$80,481	$85,806	$87,523	$89,273	$91,058	$92,880	$94,738	$96,632	$98,565
D09	$57,400	$58,571	$59,738	$60,938	$62,155	$63,400	$64,670	$65,957	$67,281	$68,625	$69,994	$71,395	$72,825	$74,283	$75,768	$77,283	$78,830	$80,407	$82,008	$83,655	$85,344	$90,817	$92,634	$94,487	$96,377	$98,304	$100,270	$102,276	$104,321
D10	$59,659	$60,876	$62,092	$63,337	$64,607	$65,896	$67,213	$68,560	$69,930	$71,326	$72,752	$74,210	$75,693	$77,209	$78,751	$80,325	$81,933	$83,572	$85,244	$86,947	$88,695	$94,212	$96,095	$98,018	$99,978	$101,978	$104,017	$106,098	$108,220
D11	$63,309	$64,598	$65,889	$67,209	$68,549	$69,922	$71,319	$72,749	$74,203	$75,686	$77,204	$78,747	$80,318	$81,927	$83,568	$85,237	$86,942	$88,678	$90,453	$92,256	$94,072	$99,747	$101,742	$103,777	$105,853	$107,970	$110,130	$112,332	$114,579
D12	$67,154	$68,525	$69,898	$71,296	$72,723	$74,176	$75,652	$77,171	$78,711	$80,292	$81,897	$83,532	$85,205	$86,904	$88,646	$90,423	$92,230	$94,071	$95,954	$97,873	$99,806	$105,656	$107,769	$109,925	$112,123	$114,366	$116,653	$118,986	$121,365
D13	$71,208	$72,662	$74,115	$75,595	$77,110	$78,650	$80,224	$81,828	$83,463	$85,134	$86,838	$88,572	$90,343	$92,151	$93,992	$95,879	$97,793	$99,746	$101,743	$103,779	$105,847	$111,874	$114,112	$116,394	$118,722	$121,096	$123,518	$125,988	$128,509
D14	$75,563	$77,105	$78,647	$80,222	$81,827	$83,459	$85,133	$86,834	$88,566	$90,339	$92,150	$93,990	$95,874	$97,789	$99,742	$101,741	$103,770	$105,847	$107,970	$110,124	$112,291	$118,519	$120,889	$123,307	$125,774	$128,289	$130,854	$133,472	$136,141
D15	$77,807	$79,396	$80,984	$82,599	$84,249	$85,939	$87,654	$89,410	$91,199	$93,022	$94,881	$96,781	$98,715	$100,694	$102,703	$104,757	$106,853	$108,987	$111,171	$113,392	$115,631	$121,876	$124,313	$126,799	$129,335	$131,922	$134,560	$137,251	$139,996
D16	$85,690	$87,438	$89,182	$90,969	$92,790	$94,647	$96,541	$98,467	$100,441	$102,450	$104,498	$106,589	$108,720	$110,889	$113,114	$115,370	$117,679	$120,036	$122,439	$124,884	$127,393	$134,097	$136,779	$139,514	$142,305	$145,151	$148,054	$151,015	$154,036
D17	$92,651	$94,540	$96,435	$98,363	$100,328	$102,333	$104,389	$106,471	$108,602	$110,776	$112,990	$115,251	$117,558	$119,908	$122,302	$124,749	$127,247	$129,791	$132,386	$135,031	$137,691	$144,755	$147,651	$150,603	$153,615	$156,688	$159,822	$163,019	$166,279
D18	$100,174	$102,178	$104,222	$106,305	$108,432	$110,600	$112,812	$115,068	$117,371	$119,716	$122,111	$124,554	$127,045	$129,586	$132,177	$134,821	$137,518	$140,268	$143,074	$145,935	$150,342	$154,152	$157,235	$160,380	$163,587	$166,859	$170,196	$173,600	$177,072

School District of Manatee County

10, 10.5, and 11-Month Hourly, Non-Bargaining Schedule 2023-2024

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
54										$15.46	$15.86	$16.16	$16.46	$16.95	$17.34	$17.69	$17.83	$18.96	$19.34	$19.72	$20.12	$20.52	$20.93	$21.35	$21.77	$22.21	$22.65
55								$15.46	$15.86	$16.16	$16.46	$16.95	$17.26	$17.67	$18.12	$18.46	$18.65	$19.73	$20.13	$20.52	$20.94	$21.36	$21.78	$22.22	$22.66	$23.12	$23.59
56						$15.46	$15.86	$16.16	$16.46	$16.95	$17.26	$17.67	$18.03	$18.47	$18.91	$19.33	$19.51	$20.61	$21.03	$21.45	$21.88	$22.32	$22.77	$23.22	$23.69	$24.17	$24.65
57				$15.46	$15.86	$16.16	$16.46	$16.95	$17.26	$17.67	$18.03	$18.47	$18.94	$19.34	$19.75	$20.17	$20.36	$21.51	$21.93	$22.38	$22.83	$23.28	$23.75	$24.23	$24.72	$25.21	$25.72
58		$15.46	$15.86	$16.16	$16.46	$16.95	$17.26	$17.67	$18.03	$18.47	$18.94	$19.34	$19.74	$20.26	$20.73	$21.10	$21.36	$22.51	$22.96	$23.42	$23.89	$24.37	$24.86	$25.35	$25.86	$26.38	$26.91
59	$15.86	$16.16	$16.46	$16.95	$17.26	$17.67	$18.03	$18.47	$18.94	$19.34	$19.74	$20.26	$20.67	$21.17	$21.64	$22.07	$22.31	$23.52	$23.98	$24.46	$24.96	$25.46	$25.96	$26.48	$27.01	$27.55	$28.10
60	$16.46	$16.95	$17.26	$17.67	$18.03	$18.47	$18.94	$19.34	$19.74	$20.26	$20.67	$21.17	$21.60	$22.14	$22.58	$23.08	$23.27	$24.48	$24.97	$25.47	$25.97	$26.49	$27.02	$27.56	$28.11	$28.66	$29.23
61	$17.26	$17.67	$18.03	$18.47	$18.94	$19.34	$19.74	$20.26	$20.67	$21.17	$21.60	$22.14	$22.51	$23.09	$23.62	$24.13	$24.33	$25.58	$26.09	$26.60	$27.14	$27.68	$28.24	$28.81	$29.38	$29.97	$30.57
62	$18.03	$18.47	$18.94	$19.34	$19.74	$20.26	$20.67	$21.17	$21.60	$22.14	$22.51	$23.09	$23.68	$24.22	$24.80	$25.32	$25.53	$26.82	$27.35	$27.90	$28.46	$29.03	$29.61	$30.20	$30.81	$31.42	$32.05
63	$18.75	$19.21	$19.69	$20.11	$20.53	$21.07	$21.49	$22.02	$22.46	$23.02	$23.42	$24.00	$24.63	$25.18	$25.79	$26.08	$27.30	$27.89	$28.45	$29.02	$29.60	$30.19	$30.78	$31.40	$32.03	$32.67	$33.32
64	$19.49	$19.99	$20.48	$20.91	$21.36	$21.91	$22.35	$22.92	$23.37	$23.94	$24.35	$24.97	$25.62	$25.88	$26.83	$27.12	$28.40	$29.01	$29.59	$30.23	$30.81	$31.42	$32.05	$32.69	$33.34	$34.01	$34.69
65	$20.17	$20.58	$21.30	$21.74	$22.21	$22.79	$23.24	$23.83	$24.30	$24.90	$25.32	$25.96	$26.64	$26.92	$27.90	$28.21	$29.54	$30.17	$30.77	$31.43	$32.03	$32.67	$33.32	$33.99	$34.67	$35.36	$36.07
68	$22.81	$23.38	$23.96	$24.46	$24.98	$25.64	$26.15	$26.79	$27.33	$28.00	$28.48	$29.21	$29.96	$30.64	$31.38	$32.04	$32.30	$33.93	$34.61	$35.30	$36.01	$36.73	$37.46	$38.21	$38.98	$39.76	$40.55

School District of Manatee County

10, 10.5, and 11-Month Referendum Hourly, Non-Bargaining Schedule 2023-2024

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
54							$15.56	$15.87	$16.15	$16.46	$16.86	$17.16	$17.46	$17.95	$18.34	$18.69	$18.83	$19.96	$20.34	$20.72	$21.12	$21.52	$21.93	$22.35	$22.77	$23.21	$23.65
55					$15.56	$15.87	$16.15	$16.46	$16.86	$17.16	$17.46	$17.95	$18.26	$18.67	$19.12	$19.46	$19.65	$20.73	$21.13	$21.52	$21.94	$22.36	$22.78	$23.22	$23.66	$24.12	$24.59
56			$15.56	$15.87	$16.15	$16.46	$16.86	$17.16	$17.46	$17.95	$18.26	$18.67	$19.03	$19.47	$19.91	$20.33	$20.51	$21.61	$22.03	$22.45	$22.88	$23.32	$23.77	$24.22	$24.69	$25.17	$25.65
57	$15.56	$15.87	$16.15	$16.46	$16.86	$17.16	$17.46	$17.95	$18.26	$18.67	$19.03	$19.47	$19.94	$20.34	$20.75	$21.17	$21.36	$22.51	$22.93	$23.38	$23.83	$24.28	$24.75	$25.23	$25.72	$26.21	$26.72
58	$16.15	$16.46	$16.86	$17.16	$17.46	$17.95	$18.26	$18.67	$19.03	$19.47	$19.94	$20.34	$20.74	$21.26	$21.73	$22.10	$22.36	$23.51	$23.96	$24.42	$24.89	$25.37	$25.86	$26.35	$26.86	$27.38	$27.91
59	$16.86	$17.16	$17.46	$17.95	$18.26	$18.67	$19.03	$19.47	$19.94	$20.34	$20.74	$21.26	$21.67	$22.17	$22.64	$23.07	$23.31	$24.52	$24.98	$25.46	$25.96	$26.46	$26.96	$27.48	$28.01	$28.55	$29.10
60	$17.46	$17.95	$18.26	$18.67	$19.03	$19.47	$19.94	$20.34	$20.74	$21.26	$21.67	$22.17	$22.60	$23.14	$23.58	$24.08	$24.27	$25.48	$25.97	$26.47	$26.97	$27.49	$28.02	$28.56	$29.11	$29.66	$30.23
61	$18.26	$18.67	$19.03	$19.47	$19.94	$20.34	$20.74	$21.26	$21.67	$22.17	$22.60	$23.14	$23.51	$24.09	$24.62	$25.13	$25.33	$26.58	$27.09	$27.60	$28.14	$28.68	$29.24	$29.81	$30.38	$30.97	$31.57
62	$19.03	$19.47	$19.94	$20.34	$20.74	$21.26	$21.67	$22.17	$22.60	$23.14	$23.51	$24.09	$24.68	$25.22	$25.80	$26.32	$26.53	$27.82	$28.35	$28.90	$29.46	$30.03	$30.61	$31.20	$31.81	$32.42	$33.05
63	$19.75	$20.21	$20.69	$21.11	$21.53	$22.07	$22.49	$23.02	$23.46	$24.02	$24.42	$25.00	$25.63	$26.18	$26.79	$27.08	$28.30	$28.89	$29.45	$30.02	$30.60	$31.19	$31.78	$32.40	$33.03	$33.67	$34.32
64	$20.49	$20.99	$21.48	$21.91	$22.36	$22.91	$23.35	$23.92	$24.37	$24.94	$25.35	$25.97	$26.62	$26.88	$27.83	$28.12	$29.40	$30.01	$30.59	$31.23	$31.81	$32.42	$33.05	$33.69	$34.34	$35.01	$35.69
65	$21.17	$21.58	$22.30	$22.74	$23.21	$23.79	$24.24	$24.83	$25.30	$25.90	$26.32	$26.96	$27.64	$27.92	$28.90	$29.21	$30.54	$31.17	$31.77	$32.43	$33.03	$33.67	$34.32	$34.99	$35.67	$36.36	$37.07
68	$23.81	$24.38	$24.96	$25.46	$25.98	$26.64	$27.15	$27.79	$28.33	$29.00	$29.48	$30.21	$30.96	$31.64	$32.38	$33.04	$33.30	$34.93	$35.61	$36.30	$37.01	$37.73	$38.46	$39.21	$39.98	$40.76	$41.55

School District of Manatee County

12-Month Hourly, Non-Bargaining Schedule 2023 - 2024

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
21	$11.02	$11.31	$11.56	$11.72	$12.02	$12.29	$12.47	$12.65	$13.04	$13.28	$13.57	$13.78	$14.25	$14.45	$14.78	$15.10	$15.23	$16.22	$16.54	$16.87	$17.21	$17.55	$17.90	$18.26	$18.63	$19.00	$19.38	$19.76
22	$11.70	$11.99	$12.27	$12.39	$12.75	$13.04	$13.25	$13.42	$13.80	$14.09	$14.38	$14.60	$15.10	$15.32	$15.66	$15.99	$16.17	$17.19	$17.53	$17.88	$18.24	$18.60	$18.98	$19.36	$19.74	$20.14	$20.54	$20.95
23	$12.37	$12.64	$12.91	$13.14	$13.43	$13.73	$14.02	$14.24	$14.68	$14.98	$15.29	$15.59	$15.98	$16.30	$16.59	$16.95	$17.10	$18.14	$18.50	$18.87	$19.25	$19.64	$20.03	$20.43	$20.84	$21.25	$21.68	$22.12
24	$12.91	$13.14	$13.43	$13.73	$14.02	$14.24	$14.68	$14.98	$15.29	$15.59	$15.98	$16.30	$16.60	$17.08	$17.48	$17.82	$18.00	$19.10	$19.49	$19.87	$20.27	$20.68	$21.09	$21.51	$21.93	$22.37	$22.82	$23.27
25	$13.43	$13.73	$14.02	$14.24	$14.68	$14.98	$15.29	$15.59	$15.98	$16.30	$16.60	$17.08	$17.40	$17.82	$18.25	$18.62	$18.80	$19.89	$20.30	$20.71	$21.11	$21.54	$21.96	$22.41	$22.86	$23.31	$23.78	$24.26
26	$14.02	$14.24	$14.68	$14.98	$15.29	$15.59	$15.98	$16.30	$16.60	$17.08	$17.40	$17.82	$18.15	$18.63	$19.07	$19.47	$19.66	$20.78	$21.19	$21.62	$22.05	$22.49	$22.94	$23.40	$23.86	$24.34	$24.83	$25.32
27	$14.68	$14.98	$15.29	$15.59	$15.98	$16.30	$16.60	$17.08	$17.40	$17.82	$18.15	$18.63	$19.08	$19.49	$19.90	$20.34	$20.51	$21.68	$22.12	$22.56	$23.01	$23.48	$23.94	$24.42	$24.91	$25.41	$25.91	$26.43
28	$15.29	$15.59	$15.98	$16.30	$16.60	$17.08	$17.40	$17.82	$18.15	$18.63	$19.08	$19.49	$19.89	$20.41	$20.88	$21.25	$21.53	$22.69	$23.14	$23.61	$24.08	$24.56	$25.05	$25.55	$26.06	$26.57	$27.10	$27.64
29	$15.98	$16.30	$16.60	$17.08	$17.40	$17.82	$18.15	$18.63	$19.08	$19.49	$19.89	$20.41	$20.83	$21.36	$21.82	$22.25	$22.50	$23.68	$24.16	$24.63	$25.13	$25.64	$26.15	$26.67	$27.21	$27.76	$28.32	$28.89
30	$16.60	$17.08	$17.40	$17.82	$18.15	$18.63	$19.08	$19.49	$19.89	$20.41	$20.83	$21.36	$21.77	$22.31	$22.78	$23.25	$23.46	$24.67	$25.17	$25.67	$26.19	$26.70	$27.24	$27.79	$28.35	$28.92	$29.50	$30.08
31	$17.40	$17.82	$18.15	$18.63	$19.08	$19.49	$19.89	$20.41	$20.83	$21.36	$21.77	$22.31	$22.69	$23.26	$23.80	$24.32	$24.53	$25.79	$26.31	$26.84	$27.37	$27.92	$28.48	$29.05	$29.63	$30.22	$30.83	$31.44
32	$18.15	$18.63	$19.08	$19.49	$19.89	$20.41	$20.83	$21.36	$21.77	$22.31	$22.69	$23.26	$23.86	$24.40	$24.99	$25.52	$25.72	$27.03	$27.57	$28.12	$28.68	$29.25	$29.84	$30.44	$31.05	$31.67	$32.30	$32.95
33	$19.08	$19.49	$19.89	$20.41	$20.83	$21.36	$21.77	$22.31	$22.69	$23.26	$23.86	$24.40	$24.97	$25.53	$26.13	$26.70	$26.96	$28.25	$28.82	$29.39	$29.98	$30.58	$31.19	$31.82	$32.46	$33.11	$33.77	$34.45
34	$19.89	$20.41	$20.83	$21.36	$21.77	$22.31	$22.69	$23.26	$23.86	$24.40	$24.97	$25.53	$26.09	$26.72	$27.35	$27.90	$28.20	$29.52	$30.10	$30.71	$31.32	$31.95	$32.59	$33.24	$33.91	$34.59	$35.28	$35.99
35	$20.83	$21.36	$21.77	$22.31	$22.69	$23.26	$23.86	$24.40	$24.97	$25.53	$26.09	$26.72	$27.41	$27.95	$28.61	$29.17	$29.44	$30.86	$31.48	$32.10	$32.74	$33.39	$34.06	$34.74	$35.43	$36.14	$36.86	$37.61
36	$21.77	$22.31	$22.69	$23.26	$23.86	$24.40	$24.97	$25.53	$26.09	$26.72	$27.41	$27.95	$28.68	$29.30	$29.98	$30.57	$30.88	$32.25	$32.89	$33.55	$34.22	$34.91	$35.61	$36.32	$37.05	$37.79	$38.54	$39.31
37	$22.69	$23.26	$23.86	$24.40	$24.97	$25.53	$26.09	$26.72	$27.41	$27.95	$28.68	$29.30	$29.92	$30.64	$31.37	$31.99	$32.30	$33.73	$34.41	$35.09	$35.80	$36.51	$37.24	$37.98	$38.74	$39.51	$40.31	$41.11
38	$23.86	$24.40	$24.97	$25.53	$26.09	$26.72	$27.41	$27.95	$28.68	$29.30	$29.92	$30.64	$31.42	$32.16	$32.88	$33.54	$33.87	$35.31	$36.01	$36.73	$37.47	$38.21	$38.99	$39.77	$40.56	$41.37	$42.20	$43.05
39	$24.97	$25.53	$26.09	$26.72	$27.41	$27.95	$28.68	$29.30	$29.92	$30.64	$31.42	$32.16	$32.88	$33.60	$34.35	$35.04	$35.38	$36.94	$37.68	$38.43	$39.20	$39.98	$40.78	$41.60	$42.44	$43.29	$44.15	$45.04
40	$26.09	$26.72	$27.41	$27.95	$28.68	$29.30	$29.92	$30.64	$31.42	$32.16	$32.88	$33.60	$34.32	$35.18	$36.01	$36.71	$37.12	$38.63	$39.40	$40.19	$41.00	$41.82	$42.65	$43.51	$44.39	$45.27	$46.17	$47.10
41	$27.41	$27.95	$28.68	$29.30	$29.92	$30.64	$31.42	$32.16	$32.88	$33.60	$34.32	$35.18	$36.01	$36.91	$37.76	$38.54	$38.89	$40.47	$41.27	$42.10	$42.94	$43.80	$44.68	$45.57	$46.49	$47.42	$48.36	$49.33
42	$28.68	$29.30	$29.92	$30.64	$31.42	$32.16	$32.88	$33.60	$34.32	$35.18	$36.01	$36.91	$37.70	$38.57	$39.42	$40.23	$40.61	$42.25	$43.10	$43.96	$44.84	$45.74	$46.65	$47.58	$48.54	$49.51	$50.51	$51.52

School District of Manatee County

12-Month **Referendum** Hourly, Non-Bargaining Schedule 2023 - 2024

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
21	$12.02	$12.31	$12.56	$12.72	$13.02	$13.29	$13.47	$13.65	$14.04	$14.28	$14.57	$14.78	$15.25	$15.45	$15.78	$16.10	$16.23	$17.22	$17.54	$17.87	$18.21	$18.55	$18.90	$19.26	$19.63	$20.00	$20.38	$20.76
22	$12.70	$12.99	$13.27	$13.39	$13.75	$14.04	$14.25	$14.42	$14.80	$15.09	$15.38	$15.60	$16.10	$16.32	$16.66	$16.99	$17.17	$18.19	$18.53	$18.88	$19.24	$19.60	$19.98	$20.36	$20.74	$21.14	$21.54	$21.95
23	$13.37	$13.64	$13.91	$14.14	$14.43	$14.73	$15.02	$15.24	$15.68	$15.98	$16.29	$16.59	$16.98	$17.30	$17.59	$17.95	$18.10	$19.14	$19.50	$19.87	$20.25	$20.64	$21.03	$21.43	$21.84	$22.25	$22.68	$23.12
24	$13.91	$14.14	$14.43	$14.73	$15.02	$15.24	$15.68	$15.98	$16.29	$16.59	$16.98	$17.30	$17.60	$18.08	$18.48	$18.82	$19.00	$20.10	$20.49	$20.87	$21.27	$21.68	$22.09	$22.51	$22.93	$23.37	$23.82	$24.27
25	$14.43	$14.73	$15.02	$15.24	$15.68	$15.98	$16.29	$16.59	$16.98	$17.30	$17.60	$18.08	$18.40	$18.82	$19.25	$19.62	$19.80	$20.89	$21.30	$21.71	$22.11	$22.54	$22.96	$23.41	$23.86	$24.31	$24.78	$25.26
26	$15.02	$15.24	$15.68	$15.98	$16.29	$16.59	$16.98	$17.30	$17.60	$18.08	$18.40	$18.82	$19.15	$19.63	$20.07	$20.47	$20.66	$21.78	$22.19	$22.62	$23.05	$23.49	$23.94	$24.40	$24.86	$25.34	$25.83	$26.32
27	$15.68	$15.98	$16.29	$16.59	$16.98	$17.30	$17.60	$18.08	$18.40	$18.82	$19.15	$19.63	$20.08	$20.49	$20.90	$21.34	$21.51	$22.68	$23.12	$23.56	$24.01	$24.48	$24.94	$25.42	$25.91	$26.41	$26.91	$27.43
28	$16.29	$16.59	$16.98	$17.30	$17.60	$18.08	$18.40	$18.82	$19.15	$19.63	$20.08	$20.49	$20.89	$21.41	$21.88	$22.25	$22.53	$23.69	$24.14	$24.61	$25.08	$25.56	$26.05	$26.55	$27.06	$27.57	$28.10	$28.64
29	$16.98	$17.30	$17.60	$18.08	$18.40	$18.82	$19.15	$19.63	$20.08	$20.49	$20.89	$21.41	$21.83	$22.36	$22.82	$23.25	$23.50	$24.68	$25.16	$25.63	$26.13	$26.64	$27.15	$27.67	$28.21	$28.76	$29.32	$29.89
30	$17.60	$18.08	$18.40	$18.82	$19.15	$19.63	$20.08	$20.49	$20.89	$21.41	$21.83	$22.36	$22.77	$23.31	$23.78	$24.25	$24.46	$25.67	$26.17	$26.67	$27.19	$27.70	$28.24	$28.79	$29.35	$29.92	$30.50	$31.08
31	$18.40	$18.82	$19.15	$19.63	$20.08	$20.49	$20.89	$21.41	$21.83	$22.36	$22.77	$23.31	$23.69	$24.26	$24.80	$25.32	$25.53	$26.79	$27.31	$27.84	$28.37	$28.92	$29.48	$30.05	$30.63	$31.22	$31.83	$32.44
32	$19.15	$19.63	$20.08	$20.49	$20.89	$21.41	$21.83	$22.36	$22.77	$23.31	$23.69	$24.26	$24.86	$25.40	$25.99	$26.52	$26.72	$28.03	$28.57	$29.12	$29.68	$30.25	$30.84	$31.44	$32.05	$32.67	$33.30	$33.95
33	$20.08	$20.49	$20.89	$21.41	$21.83	$22.36	$22.77	$23.31	$23.69	$24.26	$24.86	$25.40	$25.97	$26.53	$27.13	$27.70	$27.96	$29.25	$29.82	$30.39	$30.98	$31.58	$32.19	$32.82	$33.46	$34.11	$34.77	$35.45
34	$20.89	$21.41	$21.83	$22.36	$22.77	$23.31	$23.69	$24.26	$24.86	$25.40	$25.97	$26.53	$27.09	$27.72	$28.35	$28.90	$29.20	$30.52	$31.10	$31.71	$32.32	$32.95	$33.59	$34.24	$34.91	$35.59	$36.28	$36.99
35	$21.83	$22.36	$22.77	$23.31	$23.69	$24.26	$24.86	$25.40	$25.97	$26.53	$27.09	$27.72	$28.41	$28.95	$29.61	$30.17	$30.44	$31.86	$32.48	$33.10	$33.74	$34.39	$35.06	$35.74	$36.43	$37.14	$37.86	$38.61
36	$22.77	$23.31	$23.69	$24.26	$24.86	$25.40	$25.97	$26.53	$27.09	$27.72	$28.41	$28.95	$29.68	$30.30	$30.98	$31.57	$31.88	$33.25	$33.89	$34.55	$35.22	$35.91	$36.61	$37.32	$38.05	$38.79	$39.54	$40.31
37	$23.69	$24.26	$24.86	$25.40	$25.97	$26.53	$27.09	$27.72	$28.41	$28.95	$29.68	$30.30	$30.92	$31.64	$32.37	$32.99	$33.30	$34.73	$35.41	$36.09	$36.80	$37.51	$38.24	$38.98	$39.74	$40.51	$41.31	$42.11
38	$24.86	$25.40	$25.97	$26.53	$27.09	$27.72	$28.41	$28.95	$29.68	$30.30	$30.92	$31.64	$32.42	$33.16	$33.88	$34.54	$34.87	$36.31	$37.01	$37.73	$38.47	$39.21	$39.99	$40.77	$41.56	$42.37	$43.20	$44.05
39	$25.97	$26.53	$27.09	$27.72	$28.41	$28.95	$29.68	$30.30	$30.92	$31.64	$32.42	$33.16	$33.88	$34.60	$35.35	$36.04	$36.38	$37.94	$38.68	$39.43	$40.20	$40.98	$41.78	$42.60	$43.44	$44.29	$45.15	$46.04
40	$27.09	$27.72	$28.41	$28.95	$29.68	$30.30	$30.92	$31.64	$32.42	$33.16	$33.88	$34.60	$35.32	$36.18	$37.01	$37.71	$38.12	$39.63	$40.40	$41.19	$42.00	$42.82	$43.65	$44.51	$45.39	$46.27	$47.17	$48.10
41	$28.41	$28.95	$29.68	$30.30	$30.92	$31.64	$32.42	$33.16	$33.88	$34.60	$35.32	$36.18	$37.01	$37.91	$38.76	$39.54	$39.89	$41.47	$42.27	$43.10	$43.94	$44.80	$45.68	$46.57	$47.49	$48.42	$49.36	$50.33
42	$29.68	$30.30	$30.92	$31.64	$32.42	$33.16	$33.88	$34.60	$35.32	$36.18	$37.01	$37.91	$38.70	$39.57	$40.42	$41.23	$41.61	$43.25	$44.10	$44.96	$45.84	$46.74	$47.65	$48.58	$49.54	$50.51	$51.51	$5

SCHOOL DISTRICT OF MANATEE COUNTY

2023 - 2024

School Administrators Salary Plan

for

Principals, Assistant Principals, and Athletic Directors

The School Administrators Salary Plan is calculated using several areas.

Base Pay is the initial salary placement. Upon hire, school administrators are placed on the School Administrators Salary Plan on step one if this is their first time in that position or placed on the step associated with their previous years of experience in the same position *(ex: prior years AP experience to AP Base Bay Placement and prior years Principal experience to Principal Base Pay placement.)* Experience is granted for each full school year in that position. Administrators who start after September 1, will not be given a full year credit. Assistant Principal Experience is not used for Principal placement. A Principal, Assistant Principal, or Athletic Director must work a full four (4) years at their assigned Pay Grade at each step to be eligible to move to the next step. Eligibility is after accumulating and completing 4, 8, 12, 16, or 20 years of experience in the same position. This is calculated by using the start date in the position to September 1 of each year and from the step of initial pay grade and step placement as long as the position is the same *(ex: Assistant Principal to Assistant Principal; Principal to Principal at that Pay Grade; Athletic Director to Athletic Director at that Pay Grade.)*

Once Base Pay is determined, supplements are added related to the demographics of the school that the school administrator is assigned to. The Demographic Supplement amounts are based on the student enrollment at the school from the previous year's Survey 2 FTE Count and if it is a Title One school.

In addition to Base Pay and a Demographic Supplement, if the School Administrator holds an advanced degree other than the master's degree that is required for the position, a Degree Supplement is given.

The School Administrators Salary Schedule is a Performance Based Salary Schedule. Each year Principals and Assistant Principals are evaluated by the either the Executive Director of Elementary Schools or Executive Director of Secondary Schools. The performance evaluation includes metrics for student achievement, growth, etc. Those metrics, observations from the Executive Director, and goal setting determine an overall rating that is then used to calculate a Performance Supplement. The Performance Supplement is a percentage calculated on the school administrator's total compensation after all adjustments that includes all supplements and remains year after year. Every year a new Performance Supplement is added to the school administrator's total compensation if an Effective or Highly Effective rating is earned. Ratings of Needs Improvement/Developing, or Unsatisfactory will not receive a performance supplement increase. Performance Supplements earned as an Assistant Principal are removed when being promoted to a Principal and are awarded after one full evaluation cycle as a Principal. Athletic Directors receive a 2% raise every year (see page 4 for more information.)

Finally, from time-to-time School Administrators might be asked or will volunteer to serve on district committees or have other responsibilities on an annual basis. An Other Responsibilities Annual Supplement may be paid. Additionally, a Professional Development Annual Supplement may be given as well. The Other Responsibilities Annual Supplement and Professional Development Annual Supplement are awarded by the Superintendent or designee annually and do not carry over and are not guaranteed year after year.

Please note that all additional annual supplements are assigned at the discretion of the Superintendent.

BASE PAY

Principals, Assistant Principals, and Athletic Directors are initially placed upon hire on the Performance Pay Grades below. Each pay grade is a difference of $6,453 for Principals and $3,434 for Assistant Principals and Athletic Directors.

PRINCIPAL BASE PAY (246 Days)						
Years of Completed Experience	Step 1 Beginning to completion of 4 years	Step 2 4+ years to completion of 8 years	Step 3 8+ years to completion of 12 years	Step 4 12+ years to completion of 16 years	Step 5 16+ years to completion of 20 years	Step 6 20+ years
P10 Elem.	$85,041	$91,494	$97,947	$104,401	$110,854	$117,307
P11 Middle	$90,907	$97,361	$103,814	$110,268	$116,721	$123,174
P12 High	$96,772	$103,225	$109,679	$116,132	$122,585	$129,038

ASSISTANT PRINCIPAL BASE PAY (240 Days)						
Years of Completed Experience	Step 1 Beginning to completion of 4 years	Step 2 4+ years to completion of 8 years	Step 3 8+ years to completion of 12 years	Step 4 12+ years to completion of 16 years	Step 5 16+ years to completion of 20 years	Step 6 20+ years
P07 Elem.	$74,384	$77,818	$81,251	$84,684	$88,117	$91,551
P08 Middle	$78,962	$82,396	$85,829	$89,262	$92,695	$96,129
P09 High	$83,539	$86,974	$90,406	$93,839	$97,273	$100,707

ATHLETIC DIRECTOR BASE PAY (240 Days)						
Years of Completed Experience	Step 1 Beginning to completion of 4 years	Step 2 4+ years to completion of 8 years	Step 3 8+ years to completion of 12 years	Step 4 12+ years to completion of 16 years	Step 5 16+ years to completion of 20 years	Step 6 20+ years
P07	$74,384	$77,818	$81,251	$84,684	$88,117	$91,551

Base Pay is indicated with rate code NAANNL in PeopleSoft Job Data.

DEMOGRAPHIC SUPPLEMENT

Principals, Assistant Principals, and Athletic Directors are paid a Demographic Supplement on top of the Base Pay based on student enrollment and Title One school status. Demographic supplement eligibility is based on the previous school year's Survey 2 FTE Count.

PRINCIPAL DEMOGRAPHICS		
ELEMENTARY	NON-TITLE 1	TITLE 1
0 - 500	$2,200	$3,300
501 - 750	$3,300	$4,950
751 - 1000	$4,400	$6,600
1001 – 1500+	$5,500	$8,800
MIDDLE	NON-TITLE 1	TITLE 1
0 - 500	$2,750	$4,400
501 - 750	$3,850	$6,050
751 - 1000	$4,950	$7,700
1001 – 1500+	$6,050	$9,350
HIGH	NON-TITLE 1	TITLE 1
1000 - 1500	$6,600	$8,800
1501 - 1800	$7,700	$10,450
1801 – 2000+	$9,900	$13,200

ASSISTANT PRINCIPAL DEMOGRAPHICS		
ELEMENTARY	NON-TITLE 1	TITLE 1
0 - 500	$1,000	$1,500
501 - 750	$1,500	$2,250
751 - 1000	$2,000	$3,000
1001 – 1500+	$2,500	$4,000
MIDDLE	NON-TITLE 1	TITLE 1
0 - 500	$1,250	$2,000
501 - 750	$1,750	$2,750
751 - 1000	$2,250	$3,500
1001 – 1500+	$2,750	$4,250
HIGH	NON-TITLE 1	TITLE 1
1000 - 1500	$2,000	$3,000
1501 - 1800	$2,500	$3,750
1801 – 2000+	$3,000	$4,500

ATHLETIC DIRECTOR DEMOGRAPHICS		
	NON-TITLE 1	TITLE 1
1000 - 1500	$2,000	$3,000
1501 - 1800	$2,500	$3,750
1801 – 2000+	$3,000	$4,500

Demographic Supplements are indicated in Job Data as Rate Code SUPG13 through SUPG56.

ADVANCED DEGREE SUPPLEMENT

Degree	Amount
Specialist	$3,200
PhD/EdD	$4,267

Advanced Degree Supplements are indicated in Job Data as Rate Code SUPG57 and SUPG58.

PERFORMANCE SUPPLEMENT FOR PRINCIPALS AND ASSISTANT PRINCIPALS

Based on the Principal and Assistant Principal total performance rating on the adopted Performance Evaluation, a supplement will be paid on the Total Compensation which includes all supplements added as follows:

Performance Rating	Highly Effective	Effective	Needs Improvement/ Developing	Unsatisfactory
Percent Increase on Total Compensation	2.4%	1.8%	0%	0%

Performance Supplements are indicated in Job Data as Rate Code PERF.

ANNUAL SALARY RAISE FOR ATHLETIC DIRECTORS

Athletic Directors will receive a 2% salary raise every year which will be paid on the Total Compensation including demographic supplement and degree supplement, if applicable, and entered as Performance Supplement in Job Data.

OTHER RESPONSIBILITIES ANNUAL SUPPLEMENTS

These supplements are paid out if the budget allows and as determined by the Superintendent or designee.

OTHER RESPONSIBILITIES ANNUAL SUPPLEMENTS	
DISTRICT COMMITTEES: PRINCIPALS/ASSISTANT PRINCIPALS	Amount
Curriculum Development	$1,100
Manatee Education Association (MEA) Negotiations	$1,200
Code of Conduct	$1,100
Superintendent Advisory Council	$1,100
Extended Hour	$1,650
Mentor/Coach	$1,100

PROFESSIONAL DEVELOPMENT: PRINCIPALS/ASSISTANT PRINCIPALS/ATHLETIC DIRECTORS Hours	Amount
15	$550
16 to 30	$825
31+	$1,100

MILLAGE REFERENDUM SUPPLEMENT: PRINCIPALS/ASSISTANT PRINCIPALS/ATHLETIC DIRECTORS	Amount
2023-24 School Year	$5,295

SALARY PLACEMENT WORKSHEET

Base Pay Number of completed years of experience in same positions	
Demographic Number of students Title One (Yes or No)	
Advanced Degree	
Total Compensation	
Performance Supplement (Calculated after all adjustments on Total Compensation.) 2.4% Highly Effective 1.8% Effective 0% Needs Improvement/Developing or Unsatisfactory 2% Athletic Director	
Other Responsibilities Professional Development (This supplement is not a part of the Total Compensation Page in PeopleSoft and not used in calculating the Performance Supplement.)	
Referendum Supplement (This supplement is not a part of the Total Compensation Page in PeopleSoft and not used in calculating the Performance Supplement.)	$5,295 (for 2023-2024 SY)
FINAL TOTAL COMPENSATION	

School District of Manatee County
12-Month Principals and Assistant Principals
2023-2024

Principals Grandfathered Schedule (246 days)

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
P01	$ 91,754	$ 93,627	$ 95,496	$ 97,410	$ 99,358	$101,345	$ 103,372	$105,440	$107,546	$109,699	$111,893	$114,130	$116,413	$118,742	$121,119	$124,776	$127,271
P02	$ 96,343	$ 98,310	$100,275	$ 102,282	$104,324	$106,411	$ 108,537	$110,705	$112,926	$115,184	$117,487	$119,837	$122,236	$124,677	$127,173	$131,012	$133,632
P03	$ 104,132	$106,259	$108,382	$ 110,548	$112,758	$115,016	$ 117,318	$119,663	$122,055	$124,496	$126,987	$129,527	$132,117	$134,760	$137,452	$141,609	$144,441

Assistant Principals Grandfathered Schedule (240 days)

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19
P04	$ 74,995	$ 76,526	$ 78,058	$ 79,617	$ 81,210	$ 82,835	$ 84,488	$ 86,180	$ 87,906	$ 89,665	$ 91,458	$ 93,286	$ 95,152	$ 97,055	$ 98,993	$101,986	$104,025	$106,106	$108,228
P05	$ 78,746	$ 80,353	$ 81,961	$ 83,598	$ 85,269	$ 86,975	$ 88,716	$ 90,490	$ 92,299	$ 94,149	$ 96,032	$ 97,950	$ 99,910	$101,911	$103,944	$107,083	$109,225	$111,409	$113,637
P06	$ 85,269	$ 87,009	$ 88,749	$ 90,524	$ 92,334	$ 94,181	$ 96,062	$ 97,984	$ 99,945	$101,944	$103,982	$106,064	$108,183	$110,345	$112,552	$115,953	$118,272	$120,638	$123,051

AGENDA ITEM NO. 15.3

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Revised Job Description and Position of Chief Operations Officer to Executive Director, School Support Services (No Financial Impact)

Executive Summary
The revisions of the job description and position of Chief Operations Officer includes a change of the title to Executive Director, School Support Services, and a revision to the reports to line.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revised Job Description and Position of Chief Operations Officer to Executive Director, School Support Services.

Financial Impact
There is no financial impact associated with the title change.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
72004 Executive Director, Administration, COO SUP262 - Redlined
72004 Executive Director, Administration, Executive Director School Support Services SUP262 - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ~~CHIEF OPERATIONS OFFICER~~ EXECUTIVE DIRECTOR, SCHOOL SUPPORT SERVICES
State Title: Executive Director, Administration
SENIOR MANAGEMENT
JOB DESCRIPTION

JOB GOAL:
Direct, oversee, administer and be accountable for the delivery of services and programs for the District in the area of Operations, which includes Food Services, Capital Projects/Construction Services, Maintenance and Operations, and Transportation Services.

QUALIFICATIONS:
1. A combination of training, education and/or experience equivalent to a bachelor's degree in educational leadership, business administration, public administration, finance or related field. Master's level degree and/or experience preferred.
2. Minimum of ten (10) years successful leadership experience in in a school district or a large organization.
3. Five years' experience as head of a major support organizational unit in a school district or large organization.
4. K-12 leadership and experience strongly preferred.

KNOWLEDGE OF:
- Organizational development principles and practices.
- Techniques and strategies for managing a large, diverse organization.
- District business operations, programs and services that support curriculum and school instructional programs.
- Applicable sections of Florida Statutes and other applicable codes, laws, rules, and regulations related to assigned activities.
- Programs and issues that affect district schools.
- Public education systems and county and community resources and agencies.
- Effective staff development programs.
- Principles and practices of administration, supervision, and training.
- Interpersonal skills using tact, patience, and courtesy.
- Operation of a computer and assigned software.
- Principles and techniques of budget preparation and control.
- Principles and practices of administration, supervision, and training.
- Oral and written communication skills.

ABILITY TO:
- Maintain current knowledge of applicable provisions of federal, state, and district laws, rules, and regulations.
- Analyze problems, make decisions, and be responsible for those decisions.
- Plan and organize programs.
- Provide effective and efficient oversight of district support services operations to meet goals and objectives.
- Meet rigorous schedules and timelines.
- Plan and implement staff development programs.
- Implement collaborative and team building processes.
- Analyze problems, make decisions, and be responsible for those decisions.
- Establish and maintain cooperative and effective working relationships with others using tact, patience, and courtesy.
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Plan and organize work.

REPORTS TO:

Deputy Superintendent of ~~Business Services and~~ Operations
SUPERVISES:
Assigned Personnel

PERFORMANCE RESPONSIBILITIES:
Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.

1. Provide leadership support for all departments within the scope of responsibility of the Operations team.
2. Ensure the operational support of instructional programs complies with relevant standards and established operating practices by providing cost-effective and efficient support services.
3. Collaborate with a wide variety of internal and external groups for the purpose of planning and implementing effective and efficient business operations in assigned areas of responsibility; create long-and short-term plans and goals to address and meet organizational objectives.
4. Compile data and prepare or direct the preparation of a wide variety of reports for the purpose of analyzing issues, ensuring compliance with established policies and procedures, and/or monitoring non-instructional business operations.
5. Communicate with other administrators, personnel, and outside organizations to coordinate activities and programs, resolve issues and conflicts, and exchange information; develop policies and procedures to encourage effective and efficient management controls.
6. Serve as a member of the District's operations executive management team facilitating and participating on committees as assigned.
7. Train and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.
8. Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel.
9. Assist the Deputy Superintendent in planning, recommending and implementing policies, procedures and accountability goals for the non-instructional operations of the District.
10. Act in a liaison capacity between the Deputy Superintendent and division and department heads, field administrators, employee organizations, other school districts, public agencies, parents, and the public, as directed.
11. Recommend and provide solutions to a wide variety of complex issues for the purpose of addressing the support needs of the District. Receive and resolve concerns and answer questions from staff members and the public.
12. Perform any other duties as assigned.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
04/28/2015

Revised:
05/24/2016
06/12/2018

10/24/2023
SALARY SCHEDULE: SAMP
PAY GRADE: D16
SHORT TITLE: SUP262
STATE JOB CODE: 72004

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: EXECUTIVE DIRECTOR, SCHOOL SUPPORT SERVICES
State Title: Executive Director, Administration
SENIOR MANAGEMENT
JOB DESCRIPTION

JOB GOAL:
Direct, oversee, administer and be accountable for the delivery of services and programs for the District in the area of Operations, which includes Food Services, Capital Projects/Construction Services, Maintenance and Operations, and Transportation Services.

QUALIFICATIONS:
1. A combination of training, education and/or experience equivalent to a bachelor's degree in educational leadership, business administration, public administration, finance or related field. Master's level degree and/or experience preferred.
2. Minimum of ten (10) years successful leadership experience in in a school district or a large organization.
3. Five years' experience as head of a major support organizational unit in a school district or large organization.
4. K-12 leadership and experience strongly preferred.

KNOWLEDGE OF:
- Organizational development principles and practices.
- Techniques and strategies for managing a large, diverse organization.
- District business operations, programs and services that support curriculum and school instructional programs.
- Applicable sections of Florida Statutes and other applicable codes, laws, rules, and regulations related to assigned activities.
- Programs and issues that affect district schools.
- Public education systems and county and community resources and agencies.
- Effective staff development programs.
- Principles and practices of administration, supervision, and training.
- Interpersonal skills using tact, patience, and courtesy.
- Operation of a computer and assigned software.
- Principles and techniques of budget preparation and control.
- Principles and practices of administration, supervision, and training.
- Oral and written communication skills.

ABILITY TO:
- Maintain current knowledge of applicable provisions of federal, state, and district laws, rules, and regulations.
- Analyze problems, make decisions, and be responsible for those decisions.
- Plan and organize programs.
- Provide effective and efficient oversight of district support services operations to meet goals and objectives.
- Meet rigorous schedules and timelines.
- Plan and implement staff development programs.
- Implement collaborative and team building processes.
- Analyze problems, make decisions, and be responsible for those decisions.
- Establish and maintain cooperative and effective working relationships with others using tact, patience, and courtesy.
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Plan and organize work.

REPORTS TO:
Deputy Superintendent of Operations

SUPERVISES:
Assigned Personnel

PERFORMANCE RESPONSIBILITIES:
Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.

1. Provide leadership support for all departments within the scope of responsibility of the Operations team.
2. Ensure the operational support of instructional programs complies with relevant standards and established operating practices by providing cost-effective and efficient support services.
3. Collaborate with a wide variety of internal and external groups for the purpose of planning and implementing effective and efficient business operations in assigned areas of responsibility; create long-and short-term plans and goals to address and meet organizational objectives.
4. Compile data and prepare or direct the preparation of a wide variety of reports for the purpose of analyzing issues, ensuring compliance with established policies and procedures, and/or monitoring non-instructional business operations.
5. Communicate with other administrators, personnel, and outside organizations to coordinate activities and programs, resolve issues and conflicts, and exchange information; develop policies and procedures to encourage effective and efficient management controls.
6. Serve as a member of the District's operations executive management team facilitating and participating on committees as assigned.
7. Train and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.
8. Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities and personnel.
9. Assist the Deputy Superintendent in planning, recommending and implementing policies, procedures and accountability goals for the non-instructional operations of the District.
10. Act in a liaison capacity between the Deputy Superintendent and division and department heads, field administrators, employee organizations, other school districts, public agencies, parents, and the public, as directed.
11. Recommend and provide solutions to a wide variety of complex issues for the purpose of addressing the support needs of the District. Receive and resolve concerns and answer questions from staff members and the public.
12. Perform any other duties as assigned.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
04/28/2015

Revised:
05/24/2016
06/12/2018
10/24/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D16
SHORT TITLE: SUP262
STATE JOB CODE: 72004

AGENDA ITEM NO. 15.4

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Sixth Amendment to Agreement to Purchase Property from Haval Farms, LLC in North River Ranch (No Financial Impact)

Executive Summary
In October 2020, the School Board entered into an agreement with Haval Farms, LLC, to purchase a 30+/- acre parcel in North River Ranch. This Agreement was conditioned upon the seller making utility and roadway improvements to the site for the benefit of the School Board by May 1, 2022. Numerous extensions have been granted to allow the infrastructure to be completed. Haval Farms completed part of the roadway improvements but has not constructed the secondary road to the north side of the site. Haval Farms has informed the School District that they cannot complete the originally contemplated secondary road in a timely manner and have proposed a more direct route road option to expedite design and construction. The redesigned road requires a slight shift in the north property boundary of the school site, and the site will still be 30+/- acres. Additionally, the School Board would be required to close on the property before the subject road is constructed in order to complete the design, permitting, and construction of the new middle school for an August 2025 opening.

The change in the roadway design and location requires an amendment to the purchase agreement. The amendment modifies the previous agreement and amendments by providing a new access road, a new timeframe for completion of the infrastructure, and adding a provision to temporarily retain in escrow a 17 +/- acre School Board owned parcel that is being traded as part of the compensation for the school site. It is anticipated that a Seventh Amendment may result if the seller requests to perform select site work on the School Board owned parcel prior to final release from escrow.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of sixth amendment to agreement to purchase property from Haval Farms, LLC in North River Ranch. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
6th Amendment to Agreement Haval Farms

SIXTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

NORTH RIVER RANCH SCHOOL SITE

THIS SIXTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (the "Sixth Amendment") is entered into by and between **Haval Farms, LLC**, a Florida limited liability company (hereinafter referred to as "Seller") and **The School Board of Manatee County, Florida,** a public body corporate (hereinafter referred to as "School Board").

WITNESSETH

WHEREAS, Seller and School Board are parties to that certain Agreement For Purchase and Sale of Property, dated October 16, 2020, concerning certain real property located in Manatee County, Florida as more particularly set forth therein, as amended by First Amendment thereto, dated April 20, 2021 and Second Amendment thereto, dated February 22, 2022 and Third Amendment thereto dated July 19, 2022, the Fourth Amendment thereto dated July 19, 2023 and the Fifth Amendment thereto dated September 26, 2023, (collectively the "Agreement"); and

WHEREAS, certain Improvements that were to be completed before the original closing date by Seller will not be completed before that time and the parties have agreed to modify the Agreement to allow for alternative Improvements and closing before the completion of the Improvements, and to provide for completion of same by Seller after the closing; that School Board will not transfer the SR 64 Site parcel to Seller until the Improvements have been completed, certified by both School Board's and Sellers engineers and dedicated and accepted by a local government; to reconfigure the boundaries of the Property and to provide Buyer with a drainage easement for use of Pond 21; and

WHEREAS, the parties now desire to further amend and modify the Agreement, all as more fully set forth herein,

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Recitals as hereinbefore set forth are true and accurate and are incorporated herein. Seller and School Board confirm and agree that the Agreement remains in full force and effect according to its terms as amended and modified herein.

2. Closing will occur no later than January 31_____, 2024.

3. The Property is being reconfigured as shown on attached **Exhibit A.**

4. Seller shall permit, construct, dedicate and obtain local government acceptance of the Improvements described in Section 10 of the Agreement as modified by attached **Exhibit B** no later than May 1, 2025 ("the Extended Improvements Completion Date." The Improvements shall be certified as completed by both Seller's and School Board's engineers.

5. Seller shall permit, construct, and obtain Southwest Florida Water Management District acceptance of Pond 21 located west of the Property as depicted on attached Exhibit C no later than May 1, 2025. All Improvements shall be certified as completed by both Seller's and

School Board's engineers.

6. To guarantee completion of the Improvements by Seller, School Board shall not transfer the SR 64 Site to Seller until the Improvements are accepted by the appropriate governmental agencies and Pond 21 is completed, and certified by the engineers. Once the Improvements and Drainage Pond 21 are completed and certified as provided herein, School Board shall deliver the deed to the SR 64 Site to Seller no later than 15 days after certification is received by School Board.

7. At closing Seller shall transfer to School Board a drainage easement satisfactory to School Board's consultants from the Property to Pond 21 as shown on attached **Exhibit C**.

8. In the event of conflict between the terms and provisions of this Sixth Amendment and the Agreement, the terms and provisions of this Sixth Amendment shall control.

IN **WITNESS WHEREOF,** the parties hereto have caused these presents to be executed in the manner required by the law.

Signed. Sealed and delivered
in the presence of:

Print Name: Thomas J Runaberry

Print Name: Ivory Matthews

HAVAL FARMS, LLC a Florida limited liability company:

By: _____
Print Name: John A. Neal
Title: Manager

Date: 10/16/23

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

Print Name: _____

By: _____
Chad Choate, III, Chairman

Print Name _____

Date: _____

MP 10/16/2023

WH | 10.16.2023

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

Stephen R Dye, Esq.
SCHOOL BOARD ATTORNEY

EXHIBIT A

Added to Current School Property Boundary
Haval Farms
Deleted from Current School Property Boundary
N River Rach Trl
N River Rach Trl
Image © 2023 Airbus

EXHIBIT B

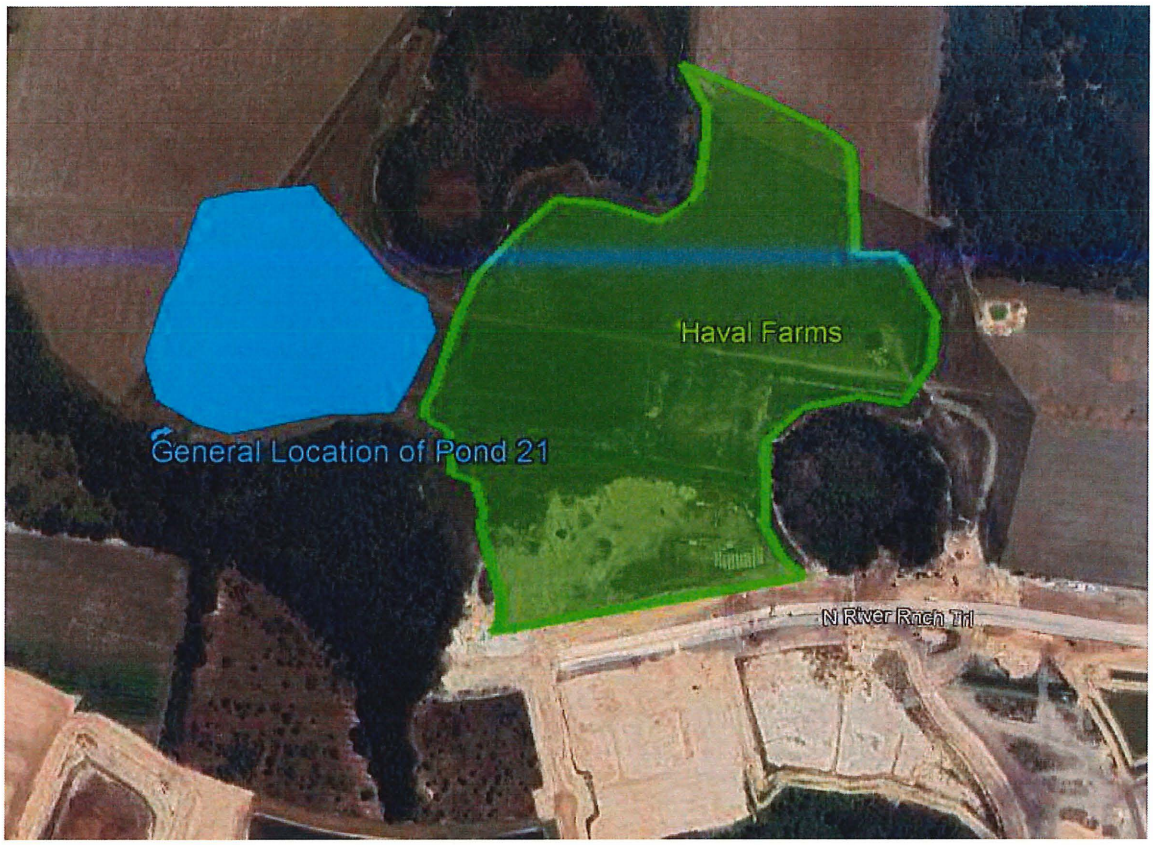
Section 10(b) and 10(d) of the Agreement For Purchase and Sale of Property, dated October 16, 2020 is amended as follows:

(b) Fort Hamer Road shall be a minimum of a two lane public road right of way and extended north from the existing terminus to the point that is depicted as the northern boundary of the planned public east/west Road FF right-of-way as depicted in **Exhibit B-1.**

(d) The local north/south road located on the east side of the Site shall be a two lane public road and constructed from Road FF to the northern boundary of the Site where it connects to said road as depicted in **Exhibit B-1**. This north/south road shall be constructed as an urban design local road with a left turn lane into the Site.

All other requirements of Section 10 shall remain unchanged.

EXHIBIT C



AGENDA ITEM NO. 16.1

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Travel Expense Associated with the School Board Members' Attendance at the FSBA-FADSS Annual Joint Conference, November 28 - December 1, 2023, at the Grand Hyatt Tampa Bay, FL, Not to Exceed $5,600.00

Executive Summary
School Board Members Gina Messenger, Richard Tatem, Cindy Spray, Mary Foreman and Chad Choate III, would like to attend the Florida School Boards Association (FSBA) / Florida Association of District School Superintendents (FADSS) Joint Conference, November 28 - December 1, 2023, in Tampa Bay, FL.

Florida Statute § 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Inclusive Culture & Engagement | Goal 2
Improve internal and external communications.

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Recommendation
Motion and approval of travel expense associated with the School Board Members' attendance at the FSBA-FADSS Annual Joint Conference, November 28 - December 1, 2023, at the Grand Hyatt Tampa Bay, FL, not to exceed $5,600.00.

Financial Impact
The financial impact to the District will not exceed $5,600.00. The source of funds is the General Fund and is included in the School Board approved budget for 2023-2024.

Contact
Submitting Department: School Board

Attachments:
Draft Agenda
Travel Expense Worksheet FSBA FADSS Nov.

1:15 PM - 2:15 PM Breakout Session IV: Enrollment Marketing Strategies for Board Members – Where do I fit in?

1:15 PM - 2:15 PM Breakout Session IV: Late School Start Times: A Panel Discussion from Implementing Districts

1:15 PM - 2:15 PM Breakout Session IV: Year-Round Schools

1:15 PM - 2:15 PM Breakout Session IV: Making Sense of the Science of Reading

2:15 PM - 2:30 PM Break - Audubon Foyer (1st Floor)

2:30 PM - 3:30 PM Breakout Session V: First Amendment Wheel Doesn't Stop Spinning: What School Boards Need to Know

2:30 PM - 3:30 PM Breakout Session V: Enrollment Marketing Strategies for Board Members – Where do I fit in?

2:30 PM - 3:30 PM Breakout Session V: Late School Start Times: A Panel Discussion from Implementing Districts

2:30 PM - 3:30 PM Breakout Session V: Year-Round Schools

2:30 PM - 3:30 PM Breakout Session V: Making Sense of the Science of Reading

3:30 PM- 3:45 PM Break - Audubon Foyer (1st Floor)

3:45 PM - 4:45 PM General Session III

4:00 PM - 5:00 PM FELL General Membership Business Meeting

5:00 PM - 5:30 PM Greater Florida Consortium of School Boards' Business Meeting

5:30 PM - 6:30 PM Reception

Friday, December 1, 2023 - AGENDA

8:00 AM- 10:00 AM Conference Registration - Audubon Foyer (1st Floor)

8:00 AM - 9:45 AM General Session IV and Plated Breakfast

9:45 AM - 10:15 AM Coffee Break (Check out and bring your luggage to your next session)

10:15 AM - 11:30 AM General Session V

Florida School Boards Association

10:45 AM - 11:45 AM Breakout Session I: Transforming the Trend: Sexual Assault & Molestation "SAM" Overview

11:45 AM - 1:00 PM Networking Luncheon and Awards Ceremony

1:00 PM - 1:15 PM Break - Audubon Foyer (1st Floor)

1:15 PM - 2:15 PM Breakout Session II: Book Challenges: A How to Guide for School Boards Caught in the Middle

1:15 PM - 2:15 PM Breakout Session II: Incorporating Components of the CTE Model into the Job Development Program at Alden Road

1:15 PM - 2:15 PM Breakout Session II: Embracing and Elevating English Language Learners

1:15 PM - 2:15 PM Breakout Session II: Keeping Staff Safe When Faced with Student Aggressive Behavior

2:15 PM - 2:30 PM Break - Audubon Foyer (1st Floor)

2:30 PM - 3:30 PM Breakout Session III: Book Challenges: A How to Guide for School Boards Caught in the Middle

2:30 PM - 3:30 PM Breakout Session III: Legislative Opportunities: Deregulation and the Upcoming Legislative Session

2:30 PM - 3:30 PM Breakout Session III: I'm Right, You're Wrong. I'm Wrong, You're Right. Is Anybody Wrong?

2:30 PM - 3:30 PM Breakout Session III: Embracing and Elevating English Language Learners

3:30 PM - 3:45 PM Break - Audubon Foyer (1st Floor)

3:45 PM - 4:15 PM FSBA - We Want You! Pathways to FSBA Leadership

3:45 - 4:45 p.m. FSBA Equity Committee Meeting

4:30 PM - 5:00 PM FSBA Leadership Services Committee Meeting

5:30 PM - 6:30 PM Reception

Thursday, November 30, 2023 - AGENDA

7:00 AM - 5:00 PM Conference Registration - Audubon Foyer (1st Floor)

7:30 AM - 8:30 AM Continental Breakfast & Coffee Break - Audubon Foyer (1st Floor)

7:30 AM - 8:30 AM Breakfast Meeting: FSBA Small District Council Breakfast Meeting

7:30 AM - 8:30 AM Breakfast Meeting: Central Florida Public School Boards Coalition Breakfast Meeting

7:30 AM - 8:30 AM Breakfast Meeting: FSBA/FADSS Joint Executive Committee Breakfast Meeting

8:30 AM - 12:00 PM SUNSPRA Annual Meeting - 14th Floor

8:45 AM - 10:15 AM General Session II

10:15 AM - 10:30 AM Break - Audubon Foyer (1st Floor)

10:30 AM - 12:00 PM FSBA General Membership Business Meeting

10:30 AM - 3:30 PM FADSS Superintendent Leadership Development Training (Superintendents Only) - Snowy Egret (2nd Floor)

12:00 PM - 1:00 PM Networking Luncheon

1:00 PM - 1:15 PM Break - Audubon Foyer (1st Floor)

1:15 PM - 2:15 PM Breakout Session IV: First Amendment Wheel Doesn't Stop Spinning: What School Boards Need to Know

FSBA

Tuesday, November 28, 2023
FSBA/FADSS 78th Annual Joint Conference - TENTATIVE AGENDA

FSBA, FADSS, FELL, FERMA, FSBAA, SUNSPRA
77th Annual Joint Conference
November 28 - December 1, 2023
Grand Hyatt Tampa Bay
Tampa, Florida

Tuesday, November 28, 2023

7:00 AM - 5:00 PM Conference Registration - Audubon Foyer (1st Floor)

7:30 AM - 8:30 AM FSBA Executive Officers' Breakfast and Meeting - Tower Suite

7:30 AM - 12:00 PM Chairmanship Academy (includes continental breakfast, lunch on your own)

8:30 AM - 9:00 AM FSBA Finance Committee Meeting

10:00 AM - 12:00 PM FL PALM Board of Trustees' Meeting

9:00 AM - 10:00 PM FSBA Advocacy Committee Meeting

10:15 AM - 12:00 PM FSBA Board of Directors' Meeting

12:00 PM - 3:00 PM (INVITATION ONLY) Google Leaders Exchange: Cohort 1 School Board Members Only (FSBA Board of Directors, FSBA Committee Chairs, and FSBA Vice Chairs Only - includes Lunch)

3:30 PM - 6:30 PM (INVITATION ONLY) Google Leaders Exchange: Cohort 2

Wednesday, November 29, 2023

7:00 AM - 5:00 PM Conference Registration - Audubon Foyer (1st Floor)

7:30 AM - 8:30 AM Continental Breakfast & Coffee Break - Audubon Foyer (1st Floor)

7:30 AM - 8:30 AM FSLRS Board of Directors' Breakfast Meeting

7:30 AM - 8:30 AM Northeast Florida Coalition of School Boards' Breakfast Meeting

8:30 AM - 10:30 AM Opening General Session - Audubon A-C

10:30 AM - 10:45 AM Break - Audubon Foyer (1st Floor)

10:45 AM - 3:30 PM FADSS Superintendent Leadership Development Training (Superintendents Only) - Snowy Egret (2nd Floor)

10:45 AM - 11:45 AM Breakout Session I: Incorporating Components of the CTE Model into the Job Development Program at Alden Road

10:45 AM - 11:45 AM Breakout Session I: Legislative Opportunities: Deregulation and the Upcoming Legislative Session

10:45 AM - 11:45 AM Breakout Session I: I'm Right, You're Wrong. I'm Wrong, You're Right. Is Anybody Wrong?

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
45	4	1	0.655	117.90		
44	4	1	0.655	115.28		
				233.18		
Hotel/Resort fee						
189.00	5	3		**2,835.00**		
Parking	5	3	18	**270.00**		
Registration						
375.00	5			**1,875.00**		
Food						
Lunch	5	1	11.00	55.00		
Dinner	4	3	19.00	228.00		
Dinner	1	2	19.00	38.00		
				321.00		
Total Expenses Anticipated				**5,534.18**		

AGENDA ITEM NO. 16.2

School Board of Manatee County
October 24, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Travel Expense Associated with the School Board Member's Attendance at the Florida School Finance Officers Association (FSFOA) November 2023 Conference, November 6 - November 9, 2023, at the Daytona Beach Oceanfront Resort, Daytona Beach, FL, Not to Exceed $1500.00

Executive Summary
School Board Member Mary Foreman would like to attend the 2023 November Florida School Finance Officers Association (FSFOA) Conference, November 6 - November 9, 2023, at the Hilton Daytona Beach Oceanfront Resort, FL.

Florida Statute § 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 2
Improve internal and external communications.

Recommendation
Motion and approval of travel expense associated with the School Board Member's attendance at the Florida School Finance Officers Association (FSFOA) November 2023 Conference, November 6 - November 9, 2023, at the Hilton Daytona Beach Oceanfront Resort, FL, Not to Exceed $1,500.00

Financial Impact
The financial impact to the District will not exceed $1,500.00. The source of funds is the General Fund and is included in the School Board approved budget for 2023-2024.

Contact
Submitting Department: School Board

Attachments:
2023-10-13 FSFOA Agenda0001
Travel Expense Worksheet

Tentative Agenda
2023 FSFOA November Conference
Hilton Daytona Beach Oceanfront Resort
November 6-9, 2023

Monday, November 6, 2023	
Time	**Meeting Item**
7:00 A.M. - 8:00 A.M.	Continental Breakfast
8:00 A.M. - 9:40 A.M.	GASB Update
8:00 A.M. - 12:45 P.M.	Finance Council Meeting (includes lunch)
9:40 A.M. - 10:00 A.M.	Break
10:00 A.M. - 11:40 A.M.	Government Fraud, Waste and Abuse
11:40 A.M. - 1:00 P.M.	Lunch (on your own)
12:00 P.M. - 4:00 P.M.	Registration
12:00 P.M. - 4:00 P.M.	Sponsor Set-up
1:30 P.M. - 2:20 P.M.	A- Charter School Walkthrough/Capital Outlay
	B -
	C - Cohort Meeting
2:30 P.M. - 3:20 P.M.	A - GASB 87 & 96: Lessons Learned
	B - Vendor Verification (Fraud)
	C - Cohort Meeting
3:30 P.M. - 4:20 P.M.	A - Medicaid Billing
	B - High Level Reporting using Excel
	C - Cohort Meeting
5:00 P.M. - 6:00 P.M.	Welcome Back Reception
6:00 P.M.	Dinner/Evening (on your own)
Time	**Meeting Item**
Tuesday, November 7, 2023	
7:00 A.M. - 8:00 A.M.	Breakfast/Registration
8:00 A.M. - 8:30 A.M.	Welcome - Introductions & Announcements
8:30 A.M. - 8:40 A.M.	Presentation of Colors/Pledge of Allegiance
8:40 A.M. - 9:00 A.M.	Welcome to Volusia County
9:00 A.M. - 10:00 A.M.	Meet and Greet Our Sponsors
10:00 A.M. - 10:15 A.M.	Break
10:15 A.M. - 11:05 A.M.	
11:05 A.M.-11:55 A.M.	
12:00 P.M. - 1:20 P.M.	Lunch (on your own)
General Sessions	
1:30 P.M. - 2:30 P.M.	FDOE Update
2:30 P.M. - 3:30 P.M.	Sponsor Time

	Sponsor Game
	Sponsor Game
3:30 P.M. - 4:30 P.M.	FDOE - FES, Recalibration, FEFP Changes
4:45 P.M. - 5:45 P.M.	Yoga/Stretching with Aromatherapy (Optional)
5:00 P.M.	Dinner/Evening on your own
Time	**Meeting Item**
Wednesday, November 8, 2023	
7:00 A.M. - 8:00 A.M.	Breakfast/Registration
8:00 A.M. - 8:15 A.M.	Announcements
8:15 A.M. - 9:05 A.M.	2023 Legislative Update
9:05 A.M. - 9:20 A.M.	FSFOA/ Business Meeting / Elections
9:20 A.M. - 10:00 A.M.	Sponsor Announcements and Door prizes
10:00 A.M. - 10:20 A.M.	Break
10:20 A.M. - 11:10 A.M.	Finance Council Update
11:10 A.M. - 12:00 P.M.	Retirement and You
12:00 P.M. - 1:30 P.M.	Lunch (on your own)
Concurrent Mini Sessions	
1:30 P.M. - 2:20 P.M.	A - Property Insurance
	B - Investments
	C - AI in a Finance Environment
2:25 P.M. - 3:25 P.M.	A - Part 2 - Reducing Rx Costs
	B - Basics of Debt
	C - Fund Balance Projections
3:40 P.M. - 4:30 P.M.	A - Health Insurance Costs
	B - Cash Flows
	C - Auditing Best Practices
4:45 P.M. - 5:15 P.M.	Mindfulness/Meditation with Aromatherapy (Optional)
5:30 P.M. - 6:30 P.M.	Sponsor Reception
6:30 P.M. - 10:00 P.M.	Banquet
Time	**Meeting Item**
Thursday, November 9, 2023	
7:30 A.M. - 8:30 A.M.	Continental Breakfast
8:15 - 8:30 A.M.	Announcements
8:30 A.M. - 9:20 A.M.	Economic Update
9:25 A.M. - 9:45 A.M.	Break
9:45 A.M. - 11:25 A.M.	Auditor General
11:25 A.M. - 11:45 A.M.	Announcements and Door Prizes
12:00 P.M. - 1:30 P.M.	Board of Directors: Meeting

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
173	1	1	0.655	113.32		
173	1	1	0.655	113.32		
				226.63		
Hotel/Resort fee						
169.00	1	4		**676.00**		
Parking	1	4	20	**80.00**		
Registration						
250.00	1			**250.00**		
Food						
Breakfast	1	0	6.00	0.00		
Lunch	1	3	11.00	33.00		
Dinner	1	3	19.00	57.00		
				90.00		
Total Expenses Anticipated				**1,322.63**		