11

SUBJECT: PIGGYBACK OFF DUVAL COUNTY PUBLIC SCHOOLS CONTRACT #ITB-033-23/JR WITH MCCURDY-WALDEN ROOFING, LLC FOR ROOFING REPAIRS

BID #: PSC-0319-24 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH JUNE 30, 2025 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Request approval to piggyback off Duval County Public Schools (DCPS) Contract #ITB-033-23/JR with McCurdy-Walden Roofing, LLC for Roofing Repairs. Period of service will be from the date of executed contract through June 30, 2025 with three (3) one (1) year renewal options. Total not-to-exceed award amount will be $4,000,000.00.

Funding for this award will be encumbered from various agency accounts, executed by formal contract agreement through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Supplier Approval, Risk Management Approval, DCPS Award Letter, ITB

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
FOR: DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 630-CITY
www.coj.net

A NEW DAY.

MEMORANDUM

TO: **Dustin Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, P.E., Director**
Department of Public Works

FROM: **Roy Birbal, Chief**
Public Buildings Division

SUBJECT: **Request to Piggyback McCurdy-Walden Roofing DCPS contract ITB 33/2 3/3Rfor Roofing Repair assignments**

DATE: **December 20, 2023**

The Public Buildings Division recommends piggybacking on the referenced Duval County Public Schools (DCPS) Contract ITB-33/23/JR Roofing Repair with McCurdy-Walden Roofing, LLC. on an as needed basis for the period of January 1, 2024 through June 30, 2025 with three (3) one (1) year renewal options.

If approved, the above item will be documented by formal agreement through the Office of General Counsel. Funding will be encumbered by individual releases against the master blanket, dependent on funding, the appropriate account and fiscal year.

The not to exceed amount will be $4,000,000.00

If you have any questions or need additional information, please contact Kelly Hooten at 904-255-4340

Attachments: Certificate of Insurance, Agreement

McCURDY-WALDEN ROOFING

December 6, 2023

Public Works Department
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

Re: Renewal of Contract
Piggy-back of the DCPS Annual Roofing Contract ITB-033-23/JR

To whom it may concern,

McCurdy-Walden is excited to offer the DCPS Annual Roofing Contract ITB-033-23/JR to the City of Jacksonville Public Works Division for miscellaneous roofing and waterproofing for the 2024 calendar year. A copy of our current insurance certificate has been attached to this letter. Thank you again for the opportunity and we look forward to continuing to service the city of Jacksonville's roofing & waterproofing needs in the coming year.

Sincerely,

Mark Walden

Mark Walden
President

CERTIFIED ROOFING CONTRACTOR CCC 1325734
5267 COMMONWEALTH AVE JACKSONVILLE, FLORIDA 32254
PHONE (904) 783-9000

Klages, David

From: Collier, Kevin on behalf of RiskReview
Sent: Thursday, December 21, 2023 8:02 AM
To: Klages, David; RiskReview
Cc: Duggan, Tammy; Hooten, Kelly
Subject: RE: Review of Bid Document: Piggyback Off DCPS Contract #ITB-033-23JR for Roofing Repair (McCurdy-Walden Roofing)

David,

The only issues I see are as follows:

- *Indemnification/ Hold Harmless wording in favor of the City.*
- *General Liability General Aggregate Limit should be $2,000,000 instead of $1,000,000.*

Please let me know if you have any questions.

Kevin

Kevin F Collier
Property & Casualty Insurance Compliance Manager
Finance and Administration Department
City of Jacksonville
117 W. Duval Street Suite 335
Jacksonville, FL 32202-3381
Ckevin@coj.net
904-255-5314
904-742-0040

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Klages, David <DKlages@coj.net>
Sent: Wednesday, December 20, 2023 9:32 AM
To: RiskReview <RiskReview@coj.net>
Cc: Duggan, Tammy <TDuggan@coj.net>; Hooten, Kelly <KHooten@coj.net>
Subject: Review of Bid Document: Piggyback Off DCPS Contract #ITB-033-23JR for Roofing Repair (McCurdy-Walden Roofing)

Good morning. I thought I sent this on Dec. 15th, but maybe I didn't. The Public Buildings Division would like to piggyback off the contract between Duval County Public Schools (DCPS) and McCurdy-Walden Roofing, LLC under the attached solicitation. Would you please review the insurance requirements in Section 19 (page 18) of the attached ITB and let me know if anything else is needed?

Duval County Public Schools
Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207

www.duvalschools.org
PH: (904) 858-4848
FAX: (904)858-4868

DUVAL COUNTY
PUBLIC SCHOOLS

June 7, 2023

McCurdy-Walden, Inc.
Advanced Roofing, Inc.
BBG Contracting Group, Inc.

RE: ITB-033-23/JR

Dear Sir/Madam:

On Tuesday, June 6, 2023, the School Board of Duval County Public Schools approved the award of bid ITB-033-23/JR – Roofing Repair. This is your official notification of bid award. This award is for the period of July 1, 2023 through June 30, 2025.

Please forward a copy of your insurance certificate as required per special condition #19 to the buyer, James Robinson. (Email and fax are both acceptable.)

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

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
Master Bid folder

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: McCurdy-Walden, Inc.

For purposes of evaluation, this form will be interpreted as follows:

Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

Item Bid: All items shall be in accordance with attached specification. **All metal flashing and accessories will be .040 aluminum, gutter and downspouts shall be .040 aluminum.**

Award: Total low bid basis. Vendor must bid all items 1 through 58.

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

Item	Est. Qty. Unit	Description	Unit Price	Total
1	10,000 Sq. Ft.	Install new siplast modified cap sheet set in cold adhesive over existing modified roof system. Include preparing roof by cleaning, removing loose granules. Blister repair, gravel stop tie in and curb reflashing are separate line items	$ 2.40 Per Sq. Ft.	$ 24,000.00
2	4,000 Sq. Ft.	Remove and replace existing 3 ply modified bitumen system. Assume siplast 20-30 system as standard. Field of roof only	$ 4.90 Per Sq. Ft.	$ 19,600.00
3	4,000 Lf.	Remove existing gravel stop on modified bitumen system, replace with new, complete and stripped in (per manufacturer spec). Include new cleat. Assume 6" face	$ 18.00 Per Lf	$ 72,000.00
4	4,000 Lf.	Remove old modified bitumen roofing at metal gravel stop. Install new 2 ply modified bitumen edge flashing at gravel stop. (12" strip in typical) Modified caulk to be included	$ 11.00 Per Lf	$ 44,000.00
5	25	Remove and replace existing VTR lead boot on modified bitumen roof system. Per manufacturers details	$ 107.00 Per Each	$ 2,675.00
6	10	Remove and reinstall existing roof drain with new lead flashing and related roof membrane flashing	$ 10.00 Per Each	$ 100.00
7	50	Remove existing metal pitch pocket or Chem Curb system and return roof to water tight condition. (6" diameter average size)	$ 35.00 Per Each	$ 1,750.00
8	50	Cut out and repair blister in modified bitumen system. Return to water tight condition. Assume 3'x3' Patch	$ 20.00 Per Sq. Ft.	$ 1,000.00
9	500	Remove and replace base flashing at walls, around equipment and skylight curbs. Assume SBS grannulated modified bitumen 24" high	$ 11.50 Per Sq. Ft.	$ 5,750.00
10	500	Remove and replace base flashing at walls, around equipment and skylight curbs. Assume foil faced modified bitumen 24" high	$ 13.00 Per Sq. Ft.	$ 6,500.00

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: McCurdy-Walden, Inc.

Item	Est. Qty. Unit	Description	Unit Price	Total
11	200	Remove and replace existing bellow type expansion joint cover with aluminum flanges. Assume continuous bellow type expansion joint. Modified bitumen strip in is a separate item.	$ 19.50 Per Lf	$ 3,900.00
12	250	Remove old expansion joint splice kit and install new to match existing	$ 30.00 Per Each	$7,500.00
13	100	Patch modified bitumen roof system. Assume 3'x3' patch	$ 25.00 Per Sq. Ft.	$ 2,500.00
14	100	Patch foil faced modified bitumen roof system. Assume 3'x3' patch	$ 25.00 Per Sq. Ft.	$ 2,500.00
15	10,000	Remove existing shingle system and replace with 30-year gaurantee Archictectual fiberglass shingles (include ice & water shield and all fasteners)	$ 4.75 Per Sq. Ft.	$ 47,500.00
16	10,000	Remove existing shingle system and replace with 25-year gaurantee 3 tab fiberglass shingles (include ice & water shield and all fasteners)	$ .20 Per Sq. Ft.	$ 2,000.00
17	5,000	Remove existing shingle system and replace with 20 yr. 3 ply modified bitumen system. Assume siplast 20-30 system	$ .20 Per Sq. Ft.	$ 1,000.00
18	1,000	Remove and replace existing metal eave drip. Assume 3" face	$ 7.00 Per Lf	$ 7,000.00
19	800	Remove and replace shingle valley. Provide 36" wide ice and water underlayment, 16" Alum. valley metal w/12" l&w strip-in of metal. Shingle replacement will be a separate line item.	$ .50 Per Lf	$ 400.00
20	25	Remove and replace existing VTR lead boot and related roof flashing on shingle roof system	$ 95.00 Per Each	$ 2,375.00
21	25	Remove and replace off ridge vent. Assume 6' Aluminium vent	$ 1.00 Per Each	$ 25.00
22	100	Remove and replace roll coil ridge vent. Ridge cap to be included	$ 5.50 Per Lf	$ 550.00
23	8,000	Repair existing single-ply roof membrane, curbs and flashings with like manufacturers material. Install to manufacturers specifications. Include all materials and fasteners	$ .90 Per Sq. Ft.	$ 7,200.00

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: McCurdy-Walden, Inc.

Item	Est. Qty. Unit	Description	Unit Price	Total
24	3,500	Remove and replace existing rigid insulation to same thickness. Include all materials and fasteners.	$1.50 Per Bf	$5,250.00
25	2,500	Provide and install elastomeric waterproofing with polyester mesh per manufacturers specs	$4.50 Per Sq. Ft.	$ 11,250.00
26	2,500	Provide and install Polyurethane waterproofing with polyester mesh (prefered) per manufacturers specs	$6.75 Per Sq. Ft.	$ 16,875.00
27	2,500	Provide and install Siplast ParaPro system with fabric per manufacturers specs	$22.00 Per Sq. Ft.	$ 55,000.00
28	500	Remove and replace existing metal counter flashing and reglet. Install per SMACNA figure 4-3b, 5th edition to match existing color. Assume 6"depth of metal	$8.90 Per Lf	$ 4,450.00
29	500	Remove and replace existing metal coping system at parapet wall to match existing profile and color. (12" average width w/6" face)	$10.00 Per Lf	$ 5,000.00
30	1,000	Remove damaged or deteriorated metal fascia (10" average face) and replace with new to match existing profile and color. Include all cleats and fasteners.	$2.25 Per Lf	$ 2,250.00
31	25	Remove and replace existing metal scupper. (Minimum .040 aluminum) Assume 6"x12" through 12" wall	$10.00 Per Each	$ 250.00
32	25	Remove, re-seal wall penetration and reinstall conductor head.	$250.00 Per Each	$6,250.00
33	750	Remove and replace existing metal gutter. Assume 6"x6". All hangers, end caps, drops and expansions to be included.	$15.00 Per Lf	$11,250.00
34	500	Remove and replace metal downspout including brackets and anchors. Assume 4" sq. downspout	$10.00 Per Lf	$5,000.00
35	500	Remove and replace metal downspout including brackets and anchors. Assume 5" sq. and 4"x6" downspouts	$12.00 Per Lf	$6,000.00
36	500	Remove and replace metal downspout including brackets and anchors. Assume 6" sq. downspout	$14.00 Per Lf	$7,000.00

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: McCurdy-Walden, Inc.

Item	Est. Qty. Unit	Description	Unit Price	Total
37	100	Install .063 Aluminum downspout cover. Assume 5' high to cover existing downspout size. Fasteners included	$92.60 Per Each	$9,260.00
38	2,000	Tuck point existing brick wall. Assume 3/8" mortar joint cut 1/2" deep w/color to match existing mortar	$.20 Per Lf	$400.00
39	1,000	Wash, clean and seal walls with clear sealant. All materials and equipment to be included	$1.20 Per Sq. Ft.	$1,200.00
40	250	Remove existing deteriorated plywood decking up to 5/8 CDX plywood and old fasteners and replace with new. All fasteners included. (Nailed to current code)	$3.30 Per Sq. Ft.	$825.00
41	250	Remove existing deteriorated plywood decking and old fasteners and replace with new 3/4 CDX decking. All fasteners included (Nailed to current code)	$3.80 Per Sq. Ft.	$950.00
42	1,200	Remove existing 2x4 deteriorated wood nailers and replace with new pressure treated 2x4 wood nailers adequatley anchored in place to match existing condition	$2.20 Per Bf	$2,640.00
43	1,500	Remove existing deteriorated "finished" wood (fascia, trims, etc.) and replace with new pressure treated solid wood. Assume 1x8 fascia with 1x2 trim. Secure with galvanized finish nails. Provide one prime coat and two finish coats of paint or stain to match	$10.20 Per Lf	$15,300.00
44	10,000	Completely remove existing sealant (caulking) and replace with new sealant appropriate for condition used. Assume 1/2 joint or less. All materials to be included	$3.00 Per Lf	$30,000.00
45	10,000	Completely remove existing sealant (caulking) and replace with new sealant appropriate for condition used. Greater than 1/2 joint to max of 1". All materials to be included	$3.75 Per Lf	$37,500.00
46	25	Remove and replace VTR boot on SSMR. Match existing size and bring back to water tight condition. All materials and fasteners to be included	$50.00 Per Each	$1,250.00
47	25	Install new .050 aluminium splash pan	$50.00 Per Each	$1,250.00
48	350	Locate leaks. Provide a minimum of one man on the roof and one man inside, with two way communication	$200.00 Per Each	$70,000.00
49	350	Perform water test. Provide sufficient water hose and pressure to determine the location of the leak. Provide a minimum of one man on the roof and one man inside, with two way communication	$50.00 Per Hour	$17,500.00
50	10,000	Pressure wash existing roof system 3 twelve and under. All materials and equpment to be included	$.45 Per Sq. Ft.	$4,500.00

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: McCurdy-Walden, Inc.

Item	Est. Qty. Unit	Description	Unit Price	Total
51	10,000	Pressure wash existing roof system greater than 3 twelve. All materials and equpment to be included	$ .50 Per Sq. Ft.	$ 5,000.00
52	100	Cleaning: Roofs, Gutters and Downspouts. Trimming trees from roof lines.	$ 200.00 Per Hour	$ 20,000.00
53	16	Change ceiling tile. Assume 2'x2'.	$ 25.00 Per Each	$ 400.00
54	16	Change ceiling tile. Assume 2'x2' recess.	$ 30.00 Per Each	$ 480.00
55	16	Change ceiling tile. Assume 2'x4'	$ 40.00 Per Each	$ 640.00
56	250	Emergency repair: Provide a total cost of minimum two man crew to perform emergency roof repairs. Cost should include overhead and profit	$ 50.00 Per Hour	$ 12,500.00
57	300	Unidentified task: Provide a total cost per hour to include cost of minimum two man crew to perform related roof repair tasks not identified on the schedule above. Cost Should include overhead and profit	$ 120.00 Per Hour	$ 36,000.00
58	300	Mobilization: In addition to the above unit cost, provide a separate unit cost that will be added to the cost for providing any one of/or a combination of several of the above tasks for mobilization and set-up a job site. (This is a one time charge per dispatch. Additional charges must be approved by DCPS roofing coordinator)	$ 300.00 Per Dispatch	$ 90,000.00
Total Bid Items 1 through 58				$ 755,245.00

DocuSign Envelope ID: 5D581D96-BBDC-4AD2-8FB1-D5903EF1E438

CONSENT AGREEMENT
(FOR ASSIGNMENT AND ASSUMPTION AGREEMENT)

This Consent Agreement for Assignment and Assumption (herein "this Agreement") is entered into and is effective on this first day of October, 2023, by and between McCurdy-Walden, Inc. (the "**Seller**"), a Florida profit corporation principally addressed at 5267 Commonwealth Ave., Jacksonville, Florida 32254 authorized to transact business in Florida, and McCurdy-Walden Roofing, LLC. (the "**Buyer**"), a foreign limited liability company principally addressed at 5267 Commonwealth Avenue, Jacksonville, FL 32254 authorized to transact business in Florida, in order to effectuate a certain transaction between them relating in part to that certain ITB 33/23/JR award from The School Board of Duval County, Florida ("DCSB") and Seller effective June 7, 2023 (the "Duval Award") where the parties state the following:

WHEREAS, the Duval County Public Schools issued ITB 33/23/JR for Roofing Repair assignments by the DCSB from July 1, 2023 through June 30, 2025 and an Addendum No. 1 dated March 23, 2023. McCurdy-Walden, Inc. was awarded on June 6, 2023 the roofing service agreement following the tabulation of submitted bids, herein referenced as the Duval Award (collectively incorporated and referred herein as **Exhibit A**).

WHEREAS, McCurdy-Walden, Inc. planned to form a new limited liability company on the 18th of August, 2023 named McCurdy-Walden Roofing, LLC. (See **Exhibit B**)

WHEREAS, the McCurdy-Walden, Inc. desire to have McCurdy-Walden Roofing, Inc. assigned the June 6, 2023 Duval Award (**Exhibit A**) and McCurdy-Walden Roofing, Inc. desires to assume such duties and responsibilities therein;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. The Parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference while capitalized terms not defined herein, if any, shall have the meaning ascribed to them in the Duval Award (**Exhibit A**).

2. DCSB hereby consents to that certain Asset Purchase Agreement dated September 1, 2023 (the "Assignment Date") between Seller and Buyer attached hereto and referenced as **Exhibit C** (herein the Asset Purchase Agreement), which consent is subject to and conditioned on the following:

   a. This Agreement shall not be deemed to constitute any amendment or waiver of the DCSB's rights or obligations under the Duval Award (**Exhibit A**) except as may be expressly set forth herein;
   b. DSCB receives a true and correct copy of the fully executed **Exhibit C** on or before October 1, 2023 as set forth in section 7 below; and
   c. There shall not have occurred any termination or interruption to the provision of the services required to be provided by Seller (whether such performance is delivered by Seller or Buyer) pursuant to the Duval Award.
   d. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Duval Award (**Exhibit A**). Buyer hereby accepts

such assignment and assumes all of Seller's duties and obligations under the Duval Award (**Exhibit A**) and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Duval Award (**Exhibit A**) accruing after the Assignment Date.

e. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

3. Seller and Buyer (and each person signing on their behalf) each represent and warrant to DCSB that each has full authority to execute this Consent Agreement without the further consent or approval by of any party.

4. Seller and Buyer (and each person signing on their behalf) each represent and warrant to DCSB that each will have full authority to execute the Assignment without the further consent or approval by of any party.

5. Except as set forth in the Assignment, neither Buyer nor Seller have assigned to any other party any of Seller's or Buyer's respective rights, title, or interest in the Duval Award.

6. The following is provided for notices to be given under the Assignment and Duval Award:

To the DCSB:	The School Board of Duval County, Florida Attn: Dana Kriznar, Superintendent 1701 Prudential Drive, 6th Floor Jacksonville, Florida 32207
With copy to:	Office of General Counsel 1701 Prudential Drive, 3rd Floor Jacksonville, Florida 32207
To Seller:	McCurdy-Walden, Inc. c/o Mark Walden, President 5267 Commonwealth Avenue Jacksonville, Florida 32254
To Buyer:	McCurdy-Walden, Roofing, Inc. Dustin De Vore, Chief Executive Officer 1385 Union Hill Industrial Cout Alpharetta, GA 30004

Notwithstanding the foregoing, upon completion of the Assignment and this Consent Agreement, the Parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the DCSB and Buyer as set forth below. Each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Duval Contract, as well as the process for routine or administrative communications.

The DCSB's representative for the day-to-day activities shall be:

Mitch Roberts, Roof and Construction Technician
Facilities Maintenance
1701 Prudential Drive
Jacksonville, FL 32207
(904) 858-6362
robertsr1@duvalschools.org

The Buyer's representative for the day-to-day activities shall be:

Mark Walden, (Title) President
5267 Commonwealth Avenue
Jacksonville, FL 32254
(904) 783- 9000
Mark @mccurdywalden.com

7. A copy of the duly executed Asset Purchase Agreement is attached hereto as **Exhibit C**. Upon this Agreement's execution and return to the publishing DCPS agents, this Agreement along with its exhibits (including **Exhibit C**) will be provided to DCSB for ratification within one (1) work week of its execution by the Seller and the Buyer being obtained.

8. By their execution below, Seller and Buyer each agree to indemnify and hold harmless DCSB against any claims, demands, losses, liabilities, and expenses of any kind or nature, including attorneys' fees and costs, incurred or arising by reason of breach or violation of any of their respective representations or covenants set forth herein.

9. DCSB acknowledges and agrees that Buyer is only purchasing certain assets of the Seller, including the Duval Award (i.e., **Exhibit A**). Seller and Buyer represent and warrant to DCSB that any claim, demand, loss, liability or expense of any kind or nature (collectively a "Liability") arising from the Duval Award occurring on or before the Assignment Date is the obligation of the Seller ("Seller's Liability"), and any Liability occurring after the Assignment Date arising from the Duval Contract is the obligation of the Buyer (UBuyer's Liability").

10. This Agreement may be executed in counterpart and facsimile signature, the counterpart and facsimiles of which or any amalgamations thereof, when taken together, shall be deemed to constitute an entire and original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

MCCURDY-WALDEN, INC.

DocuSigned by:
Mark Walden
By: _____
Name: Mark Walden
Title: President

MCCURDY-WALDEN ROOFING, INC.

DocuSigned by:
Dusty DeVore
By: _____
Name Dustin De Vore
Title: Chief Executive Officer

[*Signatures will continue on the following page*]

DocuSign Envelope ID: 5D561D96-BBDC-4AD2-8FB1-D5903EF1E438

[Signature Page continues for the Consent Agreement for Assignment and Assumption between the School Board of Duval County, Florida, McCurdy-Walden, Inc., and McCurdy-Walden Roofing, LLC dated effective October 1, 2023]

ATTEST:

By: _____
Dr. Dana Kristar, Superintendent of Schools and Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Dr. Kelly Coker, Chairman

Form Approved:

By: _____
Office of General Counsel

Approved by the Board on October 9, 2023

DUVAL COUNTY
PUBLIC SCHOOLS

INVITATION TO BID

www.duvalschools.org/purchasing

March 3, 2023

Buyer: James Robinson **Phone:** 904-858-4837

Bid Number: ITB-033-23/JR

Bid Title: Roofing Repair

Term of Bid: From July 1, 2023 through June 30, 2025 with renewal options.

Opening: **Thursday March 30, 2023 at 2:00 p.m.** Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: **DCPS Purchasing Services** / 1701 Prudential Drive, Suite 322 / Jacksonville FL 32207

Special Requirements: (See Special Condition # 15)

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company's principal place of business.
Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Firm: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Toll Free: _____ Fax: _____

Email Address: _____ Internet URL: _____

Federal ID # or SS #: _____ Duns #: _____

If you are a certified minority, state certifying agency: _____

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ (Initial) **or** ACH _____ (Initial) (see Special Condition #30)

Delivery can be made within _____ calendar days after receipt of order.

Addenda _____ through _____ received. (if applicable)

Original Signature of Authorized Representative: _____ Required

Printed/Typed Name of Authorized Representative: _____

Title: _____ Date: _____

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Bidder who is Out-of-State as indicated on the Bidder Acknowledgement Form. Failure of an Out-of-State Bidder to submit this form will render their bid non-responsive.)

NOTICE: Section 287.084(2), Fla. Stat., provides that "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 thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See below and see also s. 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The 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.

_____ The 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 law(s)]:

_____

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The 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 political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and 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 political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

_____

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 address of out-of-state bidder's attorney: _____
Attorney's states of bar admission: _____

IMPORTANT: Include with your bid the written legal opinion of the attorney licensed to practice law in the out-of-state jurisdiction, as required by s. 287.084(2), Fla. Stat. Such opinion should permit DCPS's reliance on such attorney's opinion for purposes of complying with s. 287.084(2), Fla. Stat.

GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013988912C-0.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Services" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of two year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.

Bid No. ITB-033-23/JR

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Company Name
Name of Official (Type or print)	Business Address
	City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name	Title or Position	Date of Filing

Signature	Company Name
Print Name of Certifying Official	Business Address
	City, State, Zip Code

SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. **Late bids are not considered** and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

********** **NOTE** **********

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Pricing read during bid opening, is for informational purposes only. Prices will be verified during the bid evaluation process. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled "Posting of Bid Recommendation".
Bid Tabulation will be posted on the web after contract award has been made.
www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, 1701 Prudential Drive, Suite 322, Jacksonville, FL 32207. **Awarded vendors will receive an official Notification of Award letter after the Board has taken action.**

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____
Contractor's SIGNATURE/DATE

_____
NAME/TITLE

_____
Name of COMPANY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

_____

Contractor's SIGNATURE/DATE

_____

NAME/TITLE OF AUTHORIZED REPRESENTATIVE

_____

Name of COMPANY

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the _____ of _____ , a _____ , and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

_____

_____

_____

I attest that _____, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_____

(Signature) (Date)

Protest Policy – School Board Policy 7.70

V. Protests Arising From The Contract Solicitation or Award Process

A. This section implements section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

a. School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing shall post notice of a Decision or Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means the noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

b. Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.

i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.

c. Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

i. The formal written protest shall:

A. state with particularity the facts and law upon which the protest is based;

B. contain all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code; and

C. be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "The School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files an action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Duval County, Florida" in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

A. The School District shall provide the estimated contract amount to the protester within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the School District administrative office is closed) after the filing of the notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or $5,000, whichever is greater.

d. Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e. Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excluding Saturdays, Sundays, and holidays when the School District administrative offices are closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

f. Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excluding Saturdays, Sundays, and holidays when the school district's administrative offices are closed) after receipt of the formal written protest; and

A. if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

B. if there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, arbitrary, dishonest, or fraudulent.

B. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing officer or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious.

BID NO. ITB-033-23/JR
Roofing Repairs
Opening Date: March 30th, 2023

NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32207

We are unable to submit a bid at this time due to the following reason(s):

_____

_____

_____

_____

_____

Name of Firm: _____

Signature and Title: _____

Street Address or P.O. Box: _____

City, State, Zip Code: _____

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.

SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish firm prices and a source of supply for the repair and maintenance of school roofs and exterior waterproofing and associated services to be purchased by Duval County Public Schools (DCPS) for two (2) years, beginning from July 1, 2023 through June 30, 2025.

2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for three (3) additional one (1) year periods, subject to the same provisions, terms, conditions, specifications as originally awarded and pricing in accordance with this ITB. Note: awarding of renewal years is at the sole discretion of the district.

3. **AWARD:** Award will be all or none to the lowest responsive responsible bidder as the primary awardee. The District may choose to award to the next two lowest responsive, responsible bidder as alternate awardees, in the event the primary awardee is unable to provide the services or in the event of an emergency situation. **All items 1 through 58 must be bid or vendor will be considered non-responsive for the entire bid.**

   For purposes of evaluation, this form will be interpreted as follows:
   Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".
   Item Bid: All items shall be in accordance with attached specification. All metal flashing and accessories will be .040 aluminum, gutter and downspouts shall be .040 aluminum.
   Failure to respond as requested may result in rejection of item(s) as non-responsive.

4. **BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

   Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

   Tie bids are decided by tie breaking procedures outlined in purchasing policy.

5. **PURCHASES:** Award does not constitute an order. Before any shipments or services can be made, the vendor must receive a School District Purchase Order, an internal account's Purchase Order or a Procurement Card Authorization.

6. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about April 10th 2023, and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named in Special Condition #7.

7. **QUESTIONS:** Any questions and/or request for additional information should be directed to James Robinson, in Purchasing Services, via email at robinsonj12@duvalschools.org placing this bid number (ITB-033-23/JR) in the subject header. Deadline for questions shall be 2:00 p.m. EST on **March 14th, 2023**. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties

recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

8. **LINE ITEM BIDS AND CORRECTIONS**: All prices submitted on the Bid Proposal Form shall be originals, in either indelible ink or type written. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

9. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items that have not been converted to the requested units of measure shall be considered non-responsive. Additionally, bidders must indicate the units of measure they are able to supply.

10. **QUANTITIES:** The items listed in this solicitation will be ordered on an "AS NEEDED" basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. The column headed "ESTIMATED QUANTITY" is for information only and does not bind the Duval County School Board to make any purchases under items of this bid. Estimated quantities are based on prior bids' usage.

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

12. **EQUIPMENT RENTAL/PURCHASE**: All **special** equipment, tools, mechanical devices or material purchased or rented in support of this contract shall be approved by DCPS prior to rental/purchase. All items purchased will be the sole property of DCPS and will be used only as directed by DCPSs representative. The cost of such items will be reimbursed based on the contractor's actual expense. Copies of invoices shall be provided plus 10% mark up for profit and overhead.

13. **MATERIAL REIMBURSEMENT FOR EMERGENCY AND UNIDENTIFIED TASKS ONLY:** Cost of materials other than equipment, (See Special Condition 12), used for emergency repair and unidentified task will be paid for based on contractor actual cost plus 10% (receipts will be required to be submitted with the work order invoice)

14. **RESPONSE TIME/DELIVERY:** F.O.B. Destination. Do not start work prior to written authorization from the Project Coordinator, Facilities Maintenance.

    The Contractor shall make available at all times and within a <u>one hour</u> notice from DCPS, a repair crew to answer and respond to <u>emergency</u> repair requests. The Contractor shall also make available a repair crew for more extensive work that shall respond to maintenance repair requests within a forty-eight (48) hour notice from DCPS.The Project Coordinator must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an emergency situation, DCPS will have the option to cancel that purchase order and procure the repairs elsewhere.

    Failure to deliver in accordance with the above instructions may result in the bidder being disqualified from conducting business with Duval County Public Schools.
    Project Coordinator's emergency contact information will be provided after the award of the contract.

15. **CERTIFICATION REQUIREMENTS:** Proof of the following is requested to be submitted with bid and must be submitted within 48 hours of request or bid will be considered non-responsive.
    - **State of Florida Certified Roofing Contractor.**
    - **Pre-qualification by DCPS as a Roofing Contractor (copy of certification letter)**
    - **Siplast, Soprema and Johns-Manville (certification letter from <u>each</u> indicating approval to install materials and maintain their systems)**

16. **WARRANTY:** The successful vendor shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of two **(2) year** from the date of acceptance by DCPS, **or manufacturers warranty whichever is greater**. Should any defect in material or workmanship, excepting ordinary wear and tear, appears during the warranty period, the successful bidder shall repair or replace same at no cost to DCPS, immediately upon written notice from DCPS.

17. **SUB-CONTRACTORS:** DCPS must approve all Sub-Contractors in writing prior to them performing any work under this contract. All requests for Sub-Contractors shall be submitted in writing to the Project Coordinator, Facilities Maintenance. The vendor will be fully responsible to DCPS for the acts and omissions of the Sub-Contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor. **Subcontractors are not a substitute for certification requirements.**

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

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

19. **INSURANCE:**

    A. <u>Description of the VENDOR/CONTRACTOR Required Insurance</u>. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

    1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

    (a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

    (b) The policy must be endorsed to waive the insurer's right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS's member, official, officer or employee for which the DCPS or DCPS's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

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

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

NOTICE: Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

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

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

22. **SMOKING:** Smoking is prohibited on school property, including all buildings and grounds.

23. **IDENTIFICATION:** I.D. badges and company logos on shirts or hats are required on all contractors' personnel.

24. **ATTIRE:** Proper attire shall be worn at all times.
    a. Shirts shall be worn while on school property at all times. (No tank tops will be permitted).
    b. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
    c. Proper shoes to insure the individual's safety shall be worn at all times.

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

26. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

27. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at www.duval.sofn.net) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

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

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

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

30. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation. Payment terms are net 45 for all check payments.

31. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

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

33. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be

immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

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

35. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

36. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

39. **FORCE MAJEURE:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of DCPS, the disruption

presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 38. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

40. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Vendor agrees that the District may provide written notice to the Contracted Vendor retaining the Contracted Vendor for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement contract for Roofing Repairs. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

41. **PUBLIC RECORD:** Pursuant to Section 119.071(1)(b)2., Florida Statutes, bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

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

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

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

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

Tarek Ghandour
129 King St.
Jacksonville, FL 32204
(904) 858-6300
ghandourt@duvalschools.org

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

42. **EMPLOYMENT ELIGIBILITY**: Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2021, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar

days after the date on which the contract was terminated.

(e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

GENERAL SPECIFICATIONS

Requirements:

A. **Qualifications**: The contractor shall provide the necessary crew(s) of qualified and experienced mechanics to perform investigative and repair services required to restore or replace the roof membrane/material in a watertight and safe condition. Work on modified bitumen systems (Siplast, Soprema and Johns-Manville) listed in Special Condition 15, cannot be subcontracted to another firm.

B. **Guarantee**: All work, including emergency repairs, shall be with new materials and installed in such a manner that the contractor will guarantee that the work will be leak-free for a period of two (2) years. The roofing materials manufacturer shall also guarantee that all material furnished shall be free from defects for a period of 5 years, except for emergency repair work. All roof repairs and installation work shall be in strict accordance with the manufacturer's written recommendations.

C. **Safety**: The contractor shall take all reasonable precautions to insure the safety of, and provide for the reasonable protection from damage, injury or loss to persons or property.

D. **Contractor's working Hours**: Except in emergencies, the contractor shall coordinate his working hours in advance of the work effort with the School's Principal. Except in emergencies construction noise or operations will not be allowed to interfere with the normal operation of the school or any of its support areas, such as the cafeteria, while school is in session.

E. **Special Provision**: Alcohol & Tobacco Products: The use of all alcohol and tobacco products is prohibited on school grounds at all times.

I.D. badges and logos on shirt or hat will be required at all times. Appropriate shirts will be required to be worn at all times while working on school property.

F. **Delivery and Storage**: All products and materials shall be delivered to the job site in manufacturer's original packages, containers, bundles or pallets, and protected from damage or theft by the contractor.

G. **Inspections**: DCPS's representative will make periodic inspections during the work to determine whether there is satisfactory progress and that the work is being furnished and installed in accordance with standard industry practice and the contract requirements. For work other than emergency repairs, DCPS may request that the materials manufacturer make inspections to assure that the materials are being installed properly and in accordance with manufacturer's instructions. These inspections will be at no additional cost to DCPS.

H. **Clean-Up**: The contractor shall be responsible for keeping his area of work clean and free of any debris or trash on a daily basis. At the completion of the work, shall remove all waste materials and rubbish from and about the work site as well as tools, equipment, machinery and surplus materials. Use of school dumpsters is not permitted for disposal of contractor material. If the contractor fails to clean up at the completion of the work, DCPS may do so and the cost shall be charged to the contractor. Any costs caused by defective or ill-timed work shall be borne by the contractor. **All damage to fences, structures, sod, or other property will be promptly repaired at the contractor's expense.**

I. **Job Close Out**: At the completion of the work, and before final payment is made, the contractor shall provide the following information to DCPS:

1. A breakdown of the invoice in a spreadsheet format showing the Schedule of Proposed Task and the unit prices submitted with the bid. The breakdown shall indicate DCPS Work Order Number assigned to the repair request, school name and number, date, date work was completed, quantities of materials used, a detailed description of work accomplished, problems corrected and work location, (i.e., building and room number) and a total cost for the repairs along with any receipts on rental equipment.

2. It is anticipated that work orders will be transmitted to the contractor via e-mail. Work orders may also include digital pictures of existing conditions.

3. The contractor shall have the ability within their office to receive work orders and digital pictures via e-mail.

4. Invoices and breakdown in spreadsheet format shall be submitted to DCPS plant services project coordinator.

J. **Payment**: After all required documents for job close out have been submitted, payment for total work completed will be made within 30 days of receipt and approval of contractor's invoice by DCPS's representative. Invoicing format shall be mutually agreed upon prior to start of contract.

K. **Items NOT Covered by Specifications**: When DCPS requires related items that are not a part of the specifications herein, the DCPS Contract Manager will request a written quote for those items. DCPS may, at its sole discretion, elect to procure those services from the contractor in accordance with this contract **or** may elect to procure them elsewhere. If the DCPS Contract Manager elects to procure the service(s) from the contractor, a separate purchase order will be issued.

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: _____

For purposes of evaluation, this form will be interpreted as follows:

Unit price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

Item Bid: All items shall be in accordance with attached specification. **All metal flashing and accessories will be .040 aluminum, gutter and downspouts shall be .040 aluminum.**

Award: Total low bid basis. Vendor must bid all items 1 through 58.

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

Item	Est. Qty. Unit	Description	Unit Price	Total
1	10,000 Sq. Ft.	Install new siplast modified cap sheet set in cold adhesive over existing modified roof system. Include preparing roof by cleaning, removing loose granules. Blister repair, gravel stop tie in and curb reflashing are separate line items	$_____ Per Sq. Ft.	$_____
2	4,000 Sq. Ft.	Remove and replace existing 3 ply modified bitumen system. Assume siplast 20-30 system as standard. Field of roof only	$_____ Per Sq. Ft.	$_____
3	4,000 Lf.	Remove existing gravel stop on modified bitumen system, replace with new, complete and stripped in (per manufacturer spec). Include new cleat. Assume 6" face	$_____ Per Lf	$_____
4	4,000 Lf.	Remove old modified bitumen roofing at metal gravel stop. Install new 2 ply modified bitumen edge flashing at gravel stop. (12" strip in typical) Modified caulk to be included	$_____ Per Lf	$_____
5	25	Remove and replace existing VTR lead boot on modified bitumen roof system. Per manufacturers details	$_____ Per Each	$_____
6	10	Remove and reinstall existing roof drain with new lead flashing and related roof membrane flashing	$_____ Per Each	$_____
7	50	Remove existing metal pitch pocket or Chem Curb system and return roof to water tight condition. (6" diameter average size)	$_____ Per Each	$_____
8	50	Cut out and repair blister in modified bitumen system. Return to water tight condition. Assume 3'x3' Patch	$_____ Per Sq. Ft.	$_____
9	500	Remove and replace base flashing at walls, around equipment and skylight curbs. Assume SBS grannulated modified bitumen 24" high	$_____ Per Sq. Ft.	$_____
10	500	Remove and replace base flashing at walls, around equipment and skylight curbs. Assume foil faced modified bitumen 24" high	$_____ Per Sq. Ft.	$_____

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: _____

Item	Est. Qty. Unit	Description	Unit Price	Total
11	200	Remove and replace existing bellow type expansion joint cover with aluminum flanges. Assume continuous bellow type expansion joint. Modified bitumen strip in is a separate item.	$_____ Per Lf	$_____
12	250	Remove old expansion joint splice kit and install new to match existing	$_____ Per Each	$_____
13	100	Patch modified bitumen roof system. Assume 3'x3' patch	$_____ Per Sq. Ft.	$_____
14	100	Patch foil faced modified bitumen roof system. Assume 3'x3' patch	$_____ Per Sq. Ft.	$_____
15	10,000	Remove existing shingle system and replace with 30-year gaurantee Archictectual fiberglass shingles (include ice & water shield and all fasteners)	$_____ Per Sq. Ft.	$_____
16	10,000	Remove existing shingle system and replace with 25-year gaurantee 3 tab fiberglass shingles (include ice & water shield and all fasteners)	$_____ Per Sq. Ft.	$_____
17	5,000	Remove existing shingle system and replace with 20 yr. 3 ply modified bitumen system. Assume siplast 20-30 system	$_____ Per Sq. Ft.	$_____
18	1,000	Remove and replace existing metal eave drip. Assume 3" face	$_____ Per Lf	$_____
19	800	Remove and replace shingle valley. Provide 36" wide ice and water underlayment, 16" Alum. valley metal w/12" I&w strip-in of metal. Shingle replacement will be a separate line item.	$_____ Per Lf	$_____
20	25	Remove and replace existing VTR lead boot and related roof flashing on shingle roof system	$_____ Per Each	$_____
21	25	Remove and replace off ridge vent. Assume 6' Aluminium vent	$_____ Per Each	$_____
22	100	Remove and replace roll coil ridge vent. Ridge cap to be included	$_____ Per Lf	$_____
23	8,000	Repair existing single-ply roof membrane, curbs and flashings with like manufacturers material. Install to manufacturers specifications. Include all materials and fasteners	$_____ Per Sq. Ft.	$_____

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: _____

Item	Est. Qty. Unit	Description	Unit Price	Total
24	3,500	Remove and replace existing rigid insulation to same thickness. Include all materials and fasteners.	$_____ Per Bf	$_____
25	2,500	Provide and install elastomeric waterproofing with polyester mesh per manufacturers specs	$_____ Per Sq. Ft.	$_____
26	2,500	Provide and install Polyurethane waterproofing with polyester mesh (prefered) per manufacturers specs	$_____ Per Sq. Ft.	$_____
27	2,500	Provide and install Siplast ParaPro system with fabric per manufacturers specs	$_____ Per Sq. Ft.	$_____
28	500	Remove and replace existing metal counter flashing and reglet. Install per SMACNA figure 4-3b, 5th edition to match existing color. Assume 6"depth of metal	$_____ Per Lf	$_____
29	500	Remove and replace existing metal coping system at parapet wall to match existing profile and color. (12" average width w/6" face)	$_____ Per Lf	$_____
30	1,000	Remove damaged or deteriorated metal fascia (10" average face) and replace with new to match existing profile and color. Include all cleats and fasteners.	$_____ Per Lf	$_____
31	25	Remove and replace existing metal scupper. (Minimum .040 aluminum) Assume 6"x12" through 12" wall	$_____ Per Each	$_____
32	25	Remove, re-seal wall penetration and reinstall conductor head.	$_____ Per Each	$_____
33	750	Remove and replace existing metal gutter. Assume 6"x6". All hangers, end caps, drops and expansions to be included.	$_____ Per Lf	$_____
34	500	Remove and replace metal downspout including brackets and anchors. Assume 4" sq. downspout	$_____ Per Lf	$_____
35	500	Remove and replace metal downspout including brackets and anchors. Assume 5" sq. and 4"x6" downspouts	$_____ Per Lf	$_____
36	500	Remove and replace metal downspout including brackets and anchors. Assume 6" sq. downspout	$_____ Per Lf	$_____

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: _____

Item	Est. Qty. Unit	Description	Unit Price	Total
37	100	Install .063 Aluminum downspout cover. Assume 5' high to cover existing downspout size. Fasteners included	$_____ Per Each	$_____
38	2,000	Tuck point existing brick wall. Assume 3/8" mortar joint cut 1/2" deep w/color to match existing mortar	$_____ Per Lf	$_____
39	1,000	Wash, clean and seal walls with clear sealant. All materials and equipment to be included	$_____ Per Sq. Ft.	$_____
40	250	Remove existing deteriorated plywood decking up to 5/8 CDX plywood and old fasteners and replace with new. All fasteners included. (Nailed to current code)	$_____ Per Sq. Ft.	$_____
41	250	Remove existing deteriorated plywood decking and old fasteners and replace with new 3/4 CDX decking. All fasteners included (Nailed to current code)	$_____ Per Sq. Ft.	$_____
42	1,200	Remove existing 2x4 deteriorated wood nailers and replace with new pressure treated 2x4 wood nailers adequatley anchored in place to match existing condition	$_____ Per Bf	$_____
43	1,500	Remove existing deteriorated "finished" wood (fascia, trims, etc.) and replace with new pressure treated solid wood. Assume 1x8 fascia with 1x2 trim. Secure with galvanized finish nails. Provide one prime coat and two finish coats of paint or stain to match	$_____ Per Lf	$_____
44	10,000	Completely remove existing sealant (caulking) and replace with new sealant appropriate for condition used. Assume 1/2 joint or less. All materials to be included	$_____ Per Lf	$_____
45	10,000	Completely remove existing sealant (caulking) and replace with new sealant appropriate for condition used. Greater than 1/2 joint to max of 1". All materials to be included	$_____ Per Lf	$_____
46	25	Remove and replace VTR boot on SSMR. Match existing size and bring back to water tight condition. All materials and fasteners to be included	$_____ Per Each	$_____
47	25	Install new .050 aluminium splash pan	$_____ Per Each	$_____
48	350	Locate leaks. Provide a minimum of one man on the roof and one man inside, with two way communication	$_____ Per Each	$_____
49	350	Perform water test. Provide sufficient water hose and pressure to determine the location of the leak. Provide a minimum of one man on the roof and one man inside, with two way communication	$_____ Per Hour	$_____
50	10,000	Pressure wash existing roof system 3 twelve and under. All materials and equpment to be included	$_____ Per Sq. Ft.	$_____

BID PROPOSAL FORM
ITB-033-23/JR

Name of Bidder: _____

Item	Est. Qty. Unit	Description	Unit Price	Total
51	10,000	Pressure wash existing roof system greater than 3 twelve. All materials and equpment to be included	$_____ Per Sq. Ft.	$_____
52	100	Cleaning: Roofs, Gutters and Downspouts. Trimming trees from roof lines.	$_____ Per Hour	$_____
53	16	Change ceiling tile. Assume 2'x2'.	$_____ Per Each	$_____
54	16	Change ceiling tile. Assume 2'x2' recess.	$_____ Per Each	$_____
55	16	Change ceiling tile. Assume 2'x4'	$_____ Per Each	$_____
56	250	Emergency repair: Provide a total cost of minimum two man crew to perform emergency roof repairs. Cost should include overhead and profit	$_____ Per Hour	$_____
57	300	Unidentified task: Provide a total cost per hour to include cost of minimum two man crew to perform related roof repair tasks not identified on the schedule above. Cost Should include overhead and profit	$_____ Per Hour	$_____
58	300	Mobilization: In addition to the above unit cost, provide a separate unit cost that will be added to the cost for providing any one of/or a combination of several of the above tasks for mobilization and set-up a job site. (This is a one time charge per dispatch. Additional charges must be approved by DCPS roofing coordinator)	$_____ Per Dispatch	$_____
Total Bid Items 1 through 58				$_____

DUVAL COUNTY
PUBLIC SCHOOLS

ADDENDUM NO. 1

Information Only

www.duvalschools.org/purchasing

Issue Date: **March 23, 2023** **Phone: 904-858-4837**

Buyer: **James Robinson**

Bid Number: **ITB-033-23/JR**

Bid Title: **Roofing Repair**

Term of Bid: From July 1, 2023 through June 30, 2025 with renewal options.

Opening: **Thursday ~~March 30, 2023~~ April 6, 2023 at 2:00 p.m.** Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened

Purpose: To extend opening date and clarify Item 52 on the Bid Proposal Form.

Item 52 - Cleaning: Roofs, Gutters and Downspouts. Trimming trees from roof lines. Assume a 2 man crew.