

Dixie District School Board hereby advertises INVITATION TO BID 2021-02: FENCING SERVICES

The School Board is requesting services for district-wide fencing. Any contractor bidding on this job must be licensed and insured for the work described, is subject to the Jessica Lunsford Act, and must meet the full criteria established in the bid document. See the district website at www.dixie.k12.fl.us for full details. To submit a bid follow all instructions in the IFB 2021-02 document found on the school district's website www.dixie.k12.fl.us and return your bid in a **sealed envelope** per the bid instructions prior to the **deadline of May 03, 2021 at 1 p.m.** Sealed bids may be submitted via U.S. Mail, express delivery carrier (UPS, FedEx, DHL, etc.), or delivered in person as per IFB instructions. *BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY DIXIE DISTRICT SCHOOLS PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.*



DIXIE DISTRICT SCHOOLS
SUBMIT BID TO: See Bid mailing instructions on page 2

INVITATION FOR BID
Bidder Acknowledgement and Acceptance Form

BID TITLE: FENCING SERVICES

BID NO. 2021-02

DELIVERY F.O.B. DESTINATION: DISTRICT WIDE

ISSUE DATE:
04/14/2021

Destination will be determined for each fencing project as the location varies across the district.

BID DUE DATE AND TIME: 05/03/2021 1:00 PM

BID OPENING: 05/03/2021 2:00 PM

A non-mandatory pre-bid meeting is N/A.

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound to provide the materials and/or services described in this IFB specific to the particular fencing project's District Purchase Order. **Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.**

BIDDER NAME:

SIGNATURE OF OWNER OR
 AUTHORIZED OFFICER/AGENT

TYPED TITLE:

BIDDER MAILING ADDRESS?

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 59) ___ YES ___ NO

ADDITIONAL INFORMATION REGARDING THE DIXIE DISTRICT SCHOOLS, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.DIXIE.K12.FL.US.

Bidder's sealed bid must be received by Tonya Howell, Assistant Superintendent-Finance or designee at the Business Office located at 823 SE 349 Highway Old Town, Florida 32680 by Monday, May 03, 2021, 1:00 PM.

If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:

DIXIE DISTRICT SCHOOLS Business Services Office Tonya Howell 823 SE 349 Hwy Building 12 Old Town, FL 32680

If delivered by hand, deliver Bid to the Business Services Office located at above address. Upon arrival at the facility, sufficient time should be allowed to check-in at the reception desk and arrive at the Purchasing Department. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to Dixie District Schools Business Services Office on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official time and date shall be stamped at the Purchasing Department and will be the official time/date used to determine on what date and at what time a Bid is received.

At the designated time of **Monday, May 03, 2021, 2:00 PM** a public opening of Bids received will be held at **School District Building #10, located at 823 SE 349 Highway Old Town, Florida 32680**. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

Bid Package: Mark in lower left-hand corner of the envelope containing your Bid, "IFB #2021-02, FENCING SERVICES (DISTRICT-WIDE)", TO BE OPENED AT 2:00 P.M., Monday, May 03, 2021. Mark your company name and address on the upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the Dixie District Schools is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- SUBMITTALS CHECKLIST FORM
- BIDDER STATEMENT OF PRINCIPAL PLACE OF BUSINESS
- FINANCIAL STATEMENT/IRS RETURN FOR BUSINESS
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE FORM
- INSURANCE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE
- ATTACHMENT D – FACILITY SERVICE SITE
- APPENDIX A – WORK PROPOSAL FORM
- DIXIE SCHOOL BOARD VENDOR FORM, VENDOR CERTIFICATION, AND W-9 must be enclosed with bid submission
- CERTIFICATE OF INSURANCE must be enclosed with bid submission

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Submittals Checklist	3
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Bidder Statement of Principal Place of Business	4
<input type="checkbox"/>	Financial Statement/Tax Return	5
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form (Initial at top if not applicable)	7
<input type="checkbox"/>	Insurance Certification Form	8
<input type="checkbox"/>	Proof of E-Verify registration and applicable numbers	14
<input type="checkbox"/>	Attachment C – Form of Proposal	32-38
<input type="checkbox"/>	Questionnaire	39-40
<input type="checkbox"/>	References	41-42
<input type="checkbox"/>	Vendor Information Form	
<input type="checkbox"/>	Vendor Certification Form	
<input type="checkbox"/>	W-9	
<input type="checkbox"/>	Current Certification of Insurance	
REMEMBER TO CHECK THE DISTRICT WEBSITE HOME PAGE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (WWW.DIXIE.K12.FL.US)		

FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

Attach proof of registration with Florida Sunbiz as Corporation, Company, Etc. (see <https://dos.myflorida.com/sunbiz/>)

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.

NOTICE: Section 287.084(2), Florida Statutes, 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, 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 this 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 this state.

The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this 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 this state: [Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, 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 this political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

The bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this 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 this political subdivision: [Attach a document describing the applicable preference(s) and identifying the 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 state of bar admission and bar/license #: _____

Financial Statement/Tax Return

All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME IFB #20-02, Fencing Services (District-wide)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board. Background screening includes submission of Bidder's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder's performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Bidder's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in FL State Statute s. [943.0435\(1\)\(a\)1.](#), relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

ID badges

The District shall issue a state identification badge that is valid for five (5) years to a contractor and contractor employees performing work on school district grounds who meets level 2 screening requirements. The recipient of the badge shall be responsible for paying a fee established by the Department of Education. The badge shall bear the picture of the contractor/contractor employee and must be visible at all times the contractor is on school grounds. Each person working under a bid awarded contract must agree to inform the party with whom he/she is under contract within forty-eight (48) hours if convicted of any disqualifying offense. The individual shall also be responsible for returning the badge within forty-eight (48) hours to the district that issued the badge. If it is found that a person under contract work does not meet the level two (2) requirements, the individual shall be immediately suspended from working in a contractual position and shall remain suspended until final resolution of any appeal.

Certification

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, Dixie District School's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, Dixie District School's fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and Dixie District Schools may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, Dixie District School's fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE IFB #20-02, Fencing Services (District-wide)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form. **Initial if this form is not applicable** _____

If applicable, Bidder represents that it is either a

- Small Business Enterprise, as defined in FS 288.703(1),

or a

- Minority Business Enterprise,

Please circle one or more as applicable

African-American, Hispanic American, Asian-American, Native American, American
Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

- State of Florida, Department of Management Services, Office of Supplier Diversity
- City of Gainesville Florida Small Business Procurement Program
- Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

Subcontractor Name Small/MBE Designation (see above) Estimated Dollar Value of Services

- 1.
- 2.
- 3.

NAME OF BIDDER BID # AND TITLE	IFB #20-02, Fencing Services (District-wide)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE DATE	

INSURANCE CERTIFICATION FORM

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

The Certificate of Insurance shall be submitted with this bid by the bid due date.

Workers Compensation

- **Statutory Limits and Schedule B \$500,000**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **\$1,000,000 Each Occurrence**
- **\$2,000,000 Aggregate**

Comprehensive Automobile Liability

- **\$1,000,000 Combined Single Limit**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to Dixie District Schools approval as to form and issuing company. **Dixie District Schools shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy.** Bidder shall furnish Dixie District Schools copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to Dixie District Schools."* **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by Dixie District Schools, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name:

Title:

Phone Number:

Email:

NAME OF BIDDER BID # AND TITLE	IFB #20-02, Fencing Services (District-wide)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE DATE	

ATTACHMENT A
GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by DIXIE DISTRICT SCHOOLS (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by DIXIE DISTRICT SCHOOLS, a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB will be issued. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and DIXIE DISTRICT SCHOOLS. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE:

In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS' INFORMATION:

Interested Bidders are advised that DIXIE DISTRICT SCHOOLS will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

DIXIE DISTRICT SCHOOLS reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the DIXIE DISTRICT SCHOOLS, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by DIXIE DISTRICT SCHOOLS. In the event of a default by the Bidder after such acceptance, DIXIE DISTRICT SCHOOLS may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to DIXIE DISTRICT SCHOOLS in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by DIXIE DISTRICT SCHOOLS

4. BID OPENING:

Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. AWARD:

DIXIE DISTRICT SCHOOLS will award a Contract and/or Purchase Order to the lowest responsive and responsible Bidder.

DIXIE DISTRICT SCHOOLS reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. WORK CONDITIONS/IFB EXAMINATION:

Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. SILENCE OF THE SPECIFICATIONS:

The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. ADDITIONAL TERMS AND CONDITIONS:

No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:

Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by DIXIE DISTRICT SCHOOLS, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product

number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow DIXIE DISTRICT SCHOOLS to determine whether in fact the proposed "or equal" product(s) meets or exceeds DIXIE DISTRICT SCHOOLS's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with DIXIE DISTRICT SCHOOLS. DIXIE DISTRICT SCHOOLS reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

DIXIE DISTRICT SCHOOLS reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS:

Tie bids shall be resolved in accordance with Board Policy.

11. FORM:

Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.

12. COMMUNICATION WITH SCHOOL DISTRICT EMPLOYEES:

Prior to the IFB due date and during evaluation of Bids by DIXIE DISTRICT SCHOOLS, communication with DIXIE DISTRICT SCHOOLS employees other than the Purchasing Agent –Assistant Superintendent, Tonya Howell regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.

13. CONFLICT OF INTEREST:

Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of DIXIE DISTRICT SCHOOLS. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.

14. LOBBYING:

BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY DIXIE DISTRICT SCHOOLS PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DIXIE DISTRICT SCHOOLS PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

15. COLLUSION:

The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.

16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA:

No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by DIXIE DISTRICT SCHOOLS Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to DIXIE DISTRICT SCHOOLS Purchasing Department, Tonya Howell at 352-541-6250 x6106.

It is the responsibility of the Bidder to frequently check the DIXIE DISTRICT SCHOOLS website (dixie.k12.fl.us) to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.

17. LINE-ITEM BID CORRECTIONS:

The use of correction fluid or erasures to correct line-item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.

18. BIDDER'S ERRORS:

Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.

19. BID WITHDRAWAL, CORRECTION:

Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.

A request for Bid withdrawal must be in writing, addressed to DIXIE DISTRICT SCHOOLS Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to affect the withdrawal.

Potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to DIXIE DISTRICT SCHOOLS Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.

20. ONE PRICE ONLY:

Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.

21. ALTERNATE BID:

Shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, DIXIE DISTRICT SCHOOLS will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by DIXIE DISTRICT SCHOOLS.

22. BUDGETARY LIMITATIONS:

DIXIE DISTRICT SCHOOLS reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. DIXIE DISTRICT SCHOOLS also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.

23. QUANTITY ESTIMATES:

Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB

24. SAMPLES:

If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the school district. Samples shall be provided at no cost to the school district. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.

Unless otherwise specified, all samples pertaining to IFB must be submitted to the Purchasing Department. After bid award, all samples related to fencing projects must be submitted to the Facilities Director at no cost to the school district and all samples become the property of the school district.

25. CONDITION OF PRODUCT/SERVICES:

Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, remanufactured or reconditioned products, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.

At any time, subsequent to the Contract award, DIXIE DISTRICT SCHOOLS reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse DIXIE DISTRICT SCHOOLS for all material and labor costs, if any, associated with installing the non-conforming products.

In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by DIXIE DISTRICT SCHOOLS to be defective (regardless of whether or not payment for such services has been made by DIXIE DISTRICT SCHOOLS to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by DIXIE DISTRICT SCHOOLS for that aspect of the services found to be defective or, at the sole discretion of DIXIE DISTRICT SCHOOLS, shall re-perform the defective services at no cost to DIXIE DISTRICT SCHOOLS

26. FAILURE TO ENFORCE PERFORMANCE:

The waiver by DIXIE DISTRICT SCHOOLS of any breach or the failure by DIXIE DISTRICT SCHOOLS to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.

27. PURCHASE BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.

28. FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTMENT OF EDUCATION CONTRACTS & OTHER CONTRACTS:

If a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of DIXIE DISTRICT SCHOOLS to do so.

DIXIE DISTRICT SCHOOLS further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per DIXIE DISTRICT SCHOOLS policy and/or State Board Rule 6A- 1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.

29. EVALUATION CRITERIA:

In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the DIXIE DISTRICT SCHOOLS, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.

30. BIDDER REPRESENTATIONS AND QUALIFICATIONS:

Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that DIXIE DISTRICT SCHOOLS is relying on the representations and warranties made by the Bidder

31. DISPUTE:

With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing by email to tonyahowell@dixie.k12.fl.us within seventy-two (72) hours after posting of the IFB.

Bid tabulations with recommendations will be posted at Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.

The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.

32. BID TABULATIONS:

Bid tabulations with recommendations will be posted at the Business Office located at 823 SE 349 Highway Old Town, Florida 32680

NOTIFICATION OF AWARD:

Unsuccessful Bidders will not receive notification of award.

33. DELIVERY:

Unless elsewhere specified, delivery shall be F.O.B. Destination DIXIE DISTRICT SCHOOLS, with title passing to the DIXIE DISTRICT SCHOOLS upon receipt and acceptance of the goods and/or services. **Destination will be determined for each fencing project as the delivery location varies across the district dependent on the site of the fencing project.** Contact for this is Facilities Director, Jerry W. Evans

Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by DIXIE DISTRICT SCHOOLS, shall be firm. The Facilities Department, Jerry W. Evans (contact information 352-541-6250 x. 6151 or jerryevans@dixie.k12.fl.us) must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with DIXIE DISTRICT SCHOOLS.

34. TAX EXEMPTIONS:

DIXIE COUNTY PUBLIC SCHOOL DISTRICT is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8013919455C-6 and Federal Tax ID 59-6000586). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of DIXIE DISTRICT SCHOOLS real property as defined in F.S. 192. Tax exemption certificates.

35. SAFETY STANDARDS:

At a minimum, Bidder warrants that the supplies/services provided to DIXIE DISTRICT SCHOOLS shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.

Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be barred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by DIXIE DISTRICT SCHOOLS for a period of 12 months.

36. MATERIAL SAFETY DATA SHEETS:

Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

37. INSPECTIONS:

All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

38. FACILITY INSPECTION:

DIXIE DISTRICT SCHOOLS reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.

39. BIDDER PERSONNEL:

Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any DIXIE DISTRICT SCHOOLS site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Facilities Director, who are 18 years or older and who have not been convicted of a felony or first-degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of DIXIE DISTRICT SCHOOLS. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any DIXIE DISTRICT SCHOOLS site shall adhere to DIXIE DISTRICT SCHOOLS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of firearms – either on their person or in their personal or company- owned vehicle, and any other restrictions that may apply.

When accessing any DIXIE DISTRICT SCHOOLS site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (driver's license, company ID card), which shall be presented immediately upon request of DIXIE DISTRICT SCHOOLS personnel.

40. DELIVERY NOTICE:

Unless specified elsewhere, the successful Bidder shall notify DIXIE DISTRICT SCHOOLS, Facilities Director Jerry W. Evans, forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. DIXIE DISTRICT SCHOOLS reserves the right of refusal at delivery location if such prior notice has not been received.

41. INVOICES:

Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to DIXIE DISTRICT SCHOOLS, Accounts Payable at 823 SE 349 Highway Old Town, Florida 32680.

All invoices shall, at a minimum, include the following:

- ✓ IFB #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available DIXIE DISTRICT SCHOOLS will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Facilities Director.

42. PUBLIC ENTITY CRIMES AFFIDAVIT:

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

43. LICENSING/PERMITS:

Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

44. REGULATORY COMPLIANCE:

Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

45. TERMINATION FOR CONVENIENCE: DIXIE DISTRICT SCHOOLS shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. DIXIE DISTRICT SCHOOLS shall compensate the Bidder for services satisfactorily rendered through the date of termination. DIXIE DISTRICT SCHOOLS shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.

46. TERMINATION FOR DEFAULT:

DIXIE DISTRICT SCHOOLS reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, DIXIE DISTRICT SCHOOLS may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse DIXIE DISTRICT SCHOOLS any excess costs incurred thereby.

47. INDEPENDENT CONTRACTOR:

Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on DIXIE DISTRICT SCHOOLS's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-contractors. If DIXIE DISTRICT SCHOOLS shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse DIXIE DISTRICT SCHOOLS for the entire amount so paid by it.

48. SUBCONTRACTS:

The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Facilities Director.

49. ASSIGNMENT:

Any Contract between the successful Bidder and DIXIE DISTRICT SCHOOLS shall not be assigned by the successful Bidder without first obtaining the written consent of the Facilities Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

50. ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:

Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

51. DISCRIMINATION:

An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide

goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

52. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless DIXIE DISTRICT SCHOOLS, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by DIXIE DISTRICT SCHOOLS to enforce this agreement shall be borne by the Bidder.

53. DEFAULT:

In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, DIXIE DISTRICT SCHOOLS reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

54. CONE OF SILENCE:

A Cone of Silence is in effect for this IFB as of the date of its advertisement on the DIXIE DISTRICT SCHOOLS Web Page, which is located at www.dixie.k12.fl.us The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- a. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the DIXIE DISTRICT SCHOOLS, including school principals; and
- b. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the DIXIE DISTRICT SCHOOLS's Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the DIXIE DISTRICT SCHOOLS's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted

when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of DIXIE DISTRICT SCHOOLS, result in rejection of said Bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

55. LEASE OR MAINTENANCE AGREEMENT TERMINATION:

Any lease agreement established herein is contingent on annual appropriations by DIXIE DISTRICT SCHOOLS. DIXIE DISTRICT SCHOOLS's fiscal year begins July 1 and ends June 30. DIXIE DISTRICT SCHOOLS makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, DIXIE DISTRICT SCHOOLS will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by DIXIE DISTRICT SCHOOLS. DIXIE DISTRICT SCHOOLS's fiscal year begins July 1 and ends June 30. DIXIE DISTRICT SCHOOLS makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, DIXIE DISTRICT SCHOOLS will give notice to successful Bidder no later than September 30 and agreement will terminate thirty (30) calendar days after notice.

56. WARRANTY OF ABILITY TO PERFORM:

Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify DIXIE DISTRICT SCHOOLS's Facilities Director if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, DIXIE DISTRICT SCHOOLS may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.

57. RECORDS RETENTION AND ACCESS:

Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide DIXIE DISTRICT SCHOOLS access to these records during the above retention period.

58. FLORIDA PREFERENCE:

When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

59. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Offeror shall maintain a copy of all affidavits, (iv) Offeror shall, within 24 hours of request by DIXIE DISTRICT SCHOOLS, provide a copy of affidavit to DIXIE DISTRICT SCHOOLS; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and DIXIE DISTRICT SCHOOLS may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with DIXIE DISTRICT SCHOOLS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ATTACHMENT B GENERAL/TECHNICAL SPECIFICATIONS
IFB 2021-02
FENCING SERVICES (DISTRICT-WIDE)
ANNUAL CONTRACT

DIXIE DISTRICT SCHOOLS or “District” is seeking prospective Bidders to respond to this Invitation For Bid (hereinafter “IFB”) to provide the specified services in accordance with the following specifications.

1. Scope of Service: The purpose of this IFB is to solicit multiple service providers (hereinafter “Bidder”), and establish a contract for the provision of commercial fencing services that are common and necessary to the operations and infrastructure of K-12 school facility. DIXIE DISTRICT SCHOOLS is a rural school district in north central Florida that currently serves a population of approximately 2200 students, located in (2) elementary schools, (1) middle schools, and (1) high schools. The District also maintains six (06) other ancillary support sites and various portable buildings. Refer to Attachment D for listing of District service sites.

In brief, the scope of contract shall require Bidder to furnish, deliver, and install quality fencing as need may arise at any facility within the District. It is the intent of the District that this be a full-service contract. Project work shall generally consist of new installation and replacement of existing fencing, and include such ancillary services as fencing and gate repair, limited site preparatory work, fencing removal and disposal, gate installation, and site clean-up. Service requests shall be on an “as needed” basis throughout the term of the contract. Service work may significantly vary in scope and size and be scheduled on an irregular basis. Due to safety and site accessibility concerns, the District, at its sole discretion, may schedule work after normal facility operating hours, including weekday evenings and weekends. Service response shall be required at any facility site within the District. All work performed shall be billed in accordance with established contract unit pricing. Bidder shall provide all technical expertise, qualified labor, supervision, transportation, customary tools, equipment, and supplies, and other services that are necessary for the proper execution and performance of the contract. Bidder shall be available to provide expert consultations upon request.

Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and compliant with all regulatory requirements.

2. Tentative Schedule:

- April 14, 2021 Invitation for Bid Issued
- April 29, 2021 Last Day for Submittal of Questions
- May 3, 2021..... Bid Due Date
- May 11, 2021 Recommendation to School Board
- May 13, 2021 Planned Award Date
- June 01, 2021..... Commencement of Services

3. Questions: Any inquiries, questions and requests for clarification of the IFB document shall be directed in writing to Purchasing Agent- Assistant Superintendent, Tonya Howell via email at tonyahowell@dixie.k12.fl.us by no later than 4:00 PM on April 29, 2021. The District shall not respond to questions received after this date. Should it be necessary to revise the IFB, such clarification or revision shall be by written addendum and posted on the School District’s website. The website is dixie.k12.fl.us

4. DIXIE DISTRICT SCHOOLS shall not be responsible for any verbal communication between any employee of the District and prospective Bidder. All addenda to the IFB shall become part of the IFB and any awarded contract. It shall be the responsibility of Bidder to visit the district website for any issued addenda prior to submission of Bid response. The District shall not email or send addenda directly to prospective Bidders.

5. Award: The District anticipates making an award of a contract to the lowest (Primary) and second lowest (Secondary) responsive and responsible Bidders, in the opinion of DIXIE DISTRICT SCHOOLS. The District shall first contact the Primary Bidder whenever project work is required pursuant to the IFB. Should Primary Bidder not be able to commence or complete any project within the necessary project timeframe, the District may utilize the Secondary Bidder. Should the Secondary Bidder not be able to respond also, the District reserves the right to acquire the services from any other source or via any other procurement method deemed by the DIXIE DISTRICT SCHOOLS to be in its best interest.

In making recommendations for award, the Purchasing Department and Facilities Department shall take into consideration the qualifications of Bidder(s), including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.

1. **Contract Term/Renewal Option:** The contract term shall be approximately one (01) year, beginning on or about June 01, 2021, and ending May 31, 2021. Thereafter, the contract may renew for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. Consent and agreement is considered automatic unless one of the parties submits written notice of cancellation to the other 60 days prior to the end date of the active contract period.
2. **Contract Value:** The District anticipates about \$50,000 in fencing projects in the upcoming year and expects additional State security grant funding shall be available during contract terms specifically allocated for the installation and replacement of school facility fencing.
3. Because of the difficulty in determining the extent that the service sites will utilize the contract during its term, the District cannot accurately provide an annual projection of requirements. Any stated quantities herein are for Bid tabulation purposes only, and not intended as a representation of the District's actual requirements. The District makes no guarantee, implied or otherwise, as to the value or volume of services that it may purchase under the awarded contract in its total for from any awarded Bidder. Bidder shall honor pricing offered regardless of actual quantity of services purchased.
4. **Contract Management:** All day-to-day operational aspects of contract services shall ordinarily be scheduled, coordinated, and managed by the District Facilities Director currently Jerry W. Evans (hereinafter "District Representative") under the authority and direction of the DIXIE DISTRICT SCHOOLS Facilities Department. All work shall be subject to periodic review to ensure compliance with project specifications, municipal codes, time schedule, and established quality standards.
5. **Bidder Qualifications:** DIXIE DISTRICT SCHOOLS has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. For consideration of award, each prospective Bidder shall meet the following criteria:
 - A. **Established Business:** Bidder shall be an established firm, licensed and insured, with demonstrated stability, whose sole or primary business includes the provision of commercial fence services. Bidder shall have been continuously engaged in providing the specified services as the same legal entity for a minimum of five (05) consecutive years. The District may consider lesser time, in its sole discretion, based on strength of qualifications. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida, similar in size and scope of this IFB, shall be required. Project experience shall be verifiable. Negative references, in the opinion of DIXIE DISTRICT SCHOOLS, may be cause for disqualification of Bidder.
 - B. **Product Line:** If not manufacturer, Bidder shall be an authorized stocking wholesale distributor or retail dealer for each fencing materials manufacturer represented herein for the duration of contract. By signing of Bid, prospective Bidder certifies that they are in "good standing" with, and currently approved to represent each proposed manufacturer equipment line to the District. Bidder shall submit a letter of verification from manufacturer(s) upon request.
 - C. **Location:** Service response time is an essential part of this contract. Bidder shall maintain an operational service dispatch facility within reasonable proximity (contiguous counties) of Dixie County limits to ensure compliance with the service time requirements as specified herein. DIXIE DISTRICT SCHOOLS reserves the right to waive the aforementioned requirement should Bidder be able to demonstrate, to the complete satisfaction of the District, its capability in providing efficient and timely service to the District.
 - D. **Service:** Bidder shall currently have adequate organization, equipment, facilities, delivery method, supervisory capability, and qualified service personnel to ensure competent, prompt and efficient service in support of this contract on a District-wide basis. The IFB further delineates specific qualification criteria herein as appropriate to personnel and services herein.
 - E. **Accounting Practices:** Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilization reports, and other necessary data as required by the District.
 - F. **Financial Capacity:** Bidder shall be in sound financial condition and have the financing necessary to maintain the organization, facilities, equipment, and personnel required in the performance of contract.

DIXIE DISTRICT SCHOOLS reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. It shall be the responsibility of the Bidder to provide any further evidence and support documentation as deemed appropriate by District within three (03) business days of request. Should DIXIE DISTRICT SCHOOLS determine, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject Bid and evaluate the next apparent lowest Bidder.

9. Manufacturer Certification: DIXIE DISTRICT SCHOOLS reserves the right to request confirmation from manufacturer(s) of all statements and certifications made by Bidder hereunder.

10. Non-Exclusivity: DIXIE DISTRICT SCHOOLS reserves the right to perform any part of the work and services described herein with District employees, as permitted by law. DIXIE DISTRICT SCHOOLS additionally reserves the right to acquire the said services from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to DIXIE DISTRICT SCHOOLS, in the event of one or more of the following conditions. (A) Bidder is not able to provide all or part of services in the time and manner as specified, or; (B) the scope of any project requires a level of technical expertise or utilization of equipment or qualified personnel that Bidder cannot provide, or; (C) in cases of emergency, or; (D) in fulfillment of Board Policy.

11. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition, the apparent silence of this specification on any details, or omissions from them of a detailed description concerning any point shall mean that only the best commercial practices are to prevail. Bidder shall perform all services in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory standards, to the complete satisfaction of the District. Bidder shall make all interpretations of the contract upon the basis of this statement.

12. Subcontractors: Reference Attachment A, "48. Subcontracts": In addition, the Bidder shall be the sole source of contact for the contract. The District shall not subcontract any work under the contract to any other firm and shall not deal directly with any subcontractors. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid. The District shall evaluate proposed sub-tier contractor and reserves the right to reject, should sub-tier contractor: not meet qualification criteria; previously fail in performance of similar contract; or, not be in the position to perform services to the satisfaction of the District.

13. Dispute: The Facilities Department, shall resolve any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any. Should any technical issue require clarification, the District may, at own expense, confer with a third party consultant. The District shall provide Bidder a written copy of decision. It is agreed and understood that the decision of the District shall be final and conclusive.

14. Regulatory Compliance: Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In the event of conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

16. Personnel: The District considers the expertise, experience and training of personnel a critical element of the pending contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified, full-time, and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing the services described herein. The Bidder shall establish personnel qualifications and provide job-related training that would ensure the performance of services in a safe, correct and efficient manner, in conformance to all regulatory requirements and standards of care as reasonably expected by the District.

16.1 Account Representative: Bidder shall designate one (01) qualified Account Representative who shall be available to assist the Department with service scheduling, product ordering/expediting, and resolving any quality control, delivery, billing and any other contract related issues. Account Representative shall have thorough knowledge of contract and have Bidder's authority to act on matters pertaining thereto. Designated Account Representative shall respond to all non-emergency calls from the District requesting assistance within one (01) business day of initial contact.

16.2 Project Manager: Bidder shall designate one (01) Project Manager for large project work who shall be responsible for: conducting initial inspections; generating work proposals; providing technical assistance and consultations; performing periodic quality control inspections; and, providing general direction to Bidder's personnel as necessary for the effective and efficient management of each project. Project Manager shall have thorough knowledge of contract and have Bidder's authority to act on matters pertaining thereto. The cost of Project Manager's services shall be an element of Bidder's overhead burden in hourly labor rates bid.

16.3 Fence Installer shall have the knowledge, skills, and ability to perform correctly and efficiently all tasks common in the industry for the position as described herein. This is a professional position requiring knowledge of appropriate methods and application of standard trade practices as appropriate in the installation, repair, and maintenance of a variety of fencing materials.

Each assigned Fence Installer shall meet the following minimum qualifications:

- Three (03) years continuous and verifiable "hands-on" field experience working in the fencing service trade, with specific emphasis on commercial/institutional project work;
- Considerable knowledge of practices, methods, and techniques of the service trade;
- Comprehensive knowledge of and skill in the use of all tools, equipment, and materials commonly used in the service trade;
- Ability to:
 - Correctly analyze and troubleshoot, and remedy any work-related issues;
 - Understand the work from general instructions, drawings, and specifications;
 - Work with minimal or no supervision;
 - Plan and lay out work and work sequences;
 - Make time and materials estimates.

16.4 Helper shall have the knowledge, skills, and ability to perform the most common and basic fencing related tasks.

Each assigned Helper shall meet the following minimum qualifications:

- Minimum six (06) months continuous practical experience assisting and working in the service trade;
- General knowledge of, and skill in the operation and care of the tools, materials, and equipment;
- General knowledge of the potential hazards and safety precautions of the work;
- Ability to:
 - Understand and follow instructions relative to the work as communicated;
 - To carry out work assignments diligently within time limits as reasonably required without interruption, unnecessary delay and need for continuous monitoring;
 - Perform medium to heavy work under varied and sometimes extreme climatic conditions.

16.5 Onsite Supervision: It shall be required that Bidder employ and provide continuous onsite supervision, of sufficient quality necessary for the effective and efficient management of each project. Bidder shall assign one (01) Crew Leader at each project worksite who shall perform in both a supervisory and installer capacity, allocating such time to both tasks as required. Crew Leader shall have demonstrated supervisory skills including having the ability to plan, organize, direct and prioritize the work of Bidder's personnel, and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances and regulations, and record-keeping and reporting duties. It is understood that the Crew Leader shall be present at the worksite at all times, and shall have the authority to act on the behalf of Bidder in carrying out any instructions relative to work as communicated by District Representative. The cost of onsite supervision shall be an element of Bidder's overhead burden in the unit prices bid.

16.6 Certification: By submission of Bid, Bidder certifies that all assigned personnel are qualified to perform the services described herein, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. The failure to meet any employee qualification criteria may cause Bid to be non-responsive. Bidder shall be required at any time during the term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting qualifications shall be grounds for contract termination.

16.7 Personnel Conduct: Reference Attachment A, "40. Bidder Personnel": In addition, Bidder's personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder's personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco products is prohibited;
- No personnel shall be allowed in any facility area other than the area of work responsibility or authorized break or office area without previous knowledge of Crew Leader;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder's personnel and verified by the District shall be billed to Bidder;
- Unauthorized persons, including acquaintances and family members, shall not accompany or visit Bidder's personnel while onsite at any District facility.

Any violation of this provision may result in removal of the individual(s) involved from the District site. Furthermore, the District reserves the right to prohibit Bidder from employing the individual(s) in any future work performed under the contract.

16.8 Uniforms and Protective Clothing: Bidder's personnel shall be required to wear distinctive uniform clothing identifying them as Bidder's employees at all times while on District property. In addition, it shall be the responsibility of Bidder to provide any personal protective items required to perform work in a safe manner (e.g., gloves, safety glasses, etc.). Any such items shall conform to all OSHA and other regulatory agency requirements applicable to work performed.

17. Product: Reference Attachment A, "9. Manufacturer's Name and "Or Equal" Products": In addition, the specifications listed herein are the minimum required requirements for this IFB. The intent of IFB is not to limit competition nor specify any particular manufacturer, but to ensure that the District receives quality products and services. The District shall allow and consider the proposal of products from any approved manufacturer that meets the minimum specifications herein. It shall be the sole responsibility of Bidder to examine the IFB specifications carefully to ensure the conformity of proposed manufacturer products to those specifications.

The District may, in its sole discretion, disregard minor variations or irregularities from said specifications if the proposed products meet or exceed the quality and performance levels required by the District, and conform to industry standards. However, proposed products that significantly deviate, in the opinion of District, from established industry standards or the specifications of listed products, including material composition, size, performance criteria, and other characteristics identified herein, may cause Bid to be non-responsive. DIXIE DISTRICT SCHOOLS reserves the right to make sole and final determination as to the conformance of all proposed products to IFB specifications, and to request confirmation from the manufacturer of all statements made by Bidder hereunder.

Upon award of contract, it shall be the responsibility of successful Bidder to ensure that all installed products meet or exceed the established IFB specifications. The District may deem the installation of products that do not comply with IFB specifications as a default of contract.

18. Standards and Testing: As a means of establishing the quality and anticipated performance of products desired, it shall be required that proposed products be: (A) **new and unused**, and; (B) produced by a generally known and recognized manufacturer, and; (C) successfully utilized by other commercial (business/institutional) accounts within the State of Florida. Bidder shall provide verification of usage upon request by the Facilities Department. DIXIE DISTRICT SCHOOLS reserves the right to perform any testing necessary to ensure that products conform to Bid specifications. This may include testing of product samples by a third-party independent laboratory. It is agreed and understood that Bidder shall be responsible for payment of any testing fees for non-conforming products.

19. Product Information: Bidder shall submit manufacturer published literature and specifications for proposed manufacturer products with Bid response or within three (03) business days of request by the Facilities Department. Product information shall be the most current available and be sufficiently detailed and descriptive to permit the District to ascertain a products suitability and compliance with IFB specifications. Failure to submit product literature/specifications in the time and manner as specified or in sufficient detail to substantiate compliance with specifications may result in item being non-responsive.

20. Product Substitutions: Bidder shall not provide or substitute any product awarded under the contract without the expressed written approval of the Department, prior to delivery. The District may consider substitutions for discontinued products if it is in its best interest. Bidder shall make requests for substitution approval a minimum of (30) calendar days in advance of anticipated product change. The District shall only consider product substitutions that conform to the specifications contained herein. The decision to accept or reject any proposed substitute equipment shall be at the sole discretion of the District. The unit cost of approved substitute product shall not exceed that of originally awarded product. The District may deem the substitution and installation of unauthorized products as a default of contract.

21. General Service Guidelines:

- a. **General Supervision:** Bidder shall be responsible for overseeing all portions of work under the contract, specifically including the appropriate application of methods, techniques, sequences and procedures, and ensuring that work progress is sufficient to meet each project schedule. Bidder shall perform all services correctly and safely in accordance with IFB specifications and regulatory requirements, and work jointly and cooperatively with the District to resolve any performance issues. Bidder's establishment of quality control standards and a system for inspecting and correcting work deficiencies is critical to the success of the contract. District's failure to reject any unsatisfactory work immediately or to notify Bidder of such deficiencies shall not relieve Bidder of any responsibilities required herein. The cost of general supervision shall be an element of the Bidder's overhead burden in the unit prices bid.
- b. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate project requirements and other messages during normal business hours (Monday – Friday) from 7:30 a.m. to 5:00 p.m. Email may also be an acceptable form of communication.
- c. **School Calendar:** Each year, the DIXIE DISTRICT SCHOOLS is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current DIXIE DISTRICT SCHOOLS calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules is available on the District's website: www.dixie.k12.fl.us
- d. **Work Scheduling:** District Representative shall be responsible for coordinating and scheduling all activities under the pending contract. Bidder's ability to provide qualified personnel and equipment reliably at the requested service time is critical to the performance of this contract. As need arises, the District Representative shall ordinarily give Bidder notice of impending work a minimum of ten (10) business days prior to requested start date. However, Bidder shall have the capability to respond within two (02) business days of request should a non-emergency work order be determined "urgent" by the District Representative. Specific performance time lines and completion dates shall be mutually agreeable between the parties. Bidder shall strictly adhere to established work schedules.
- e. **Work Period:** Bidder(s) shall normally perform work during regular school operating hours, Monday through Friday, approximately 7:30 a.m. to 3:30 p.m. However, actual hours of work shall be subject to the operating hours of the service site, taking into consideration accessibility and potential disruption to facility activities. During the summer period, Bidder shall typically perform work Monday through Thursday (4-day workweek), during or after regular facility operating hours. The availability of Bidder to work after normal operating hours is critical to the performance of the contract. For projects scheduled a minimum seven (07) business days, and upon mutual agreement of the parties, the work schedule may be extended to include weekday evening hours and weekends (Saturday/Sunday). Any scheduled work performed at such time shall be at no additional cost to the District. Should Bidder desire to perform work after normal facility operating hours, Bidder must submit a request to the District Representative for approval a minimum forty-eight (48) hours in advance to ensure access to the facility.
- f. **Emergency Service:** Bidder shall have the capability to mobilize and respond to service calls on an emergency basis. The District defines emergency service as those activities necessary to maintain a safe environment and continue the operations of any District facility, of which the loss would create a situation, which would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District. In the event of an emergency, as determined by DIXIE DISTRICT SCHOOLS, Bidder shall acknowledge and verbally respond to District Representative's call within two (02) hours of contact. Bidder shall have the capacity thereafter to mobilize with necessary qualified personnel and equipment and arrive at any District site within one (01) business day of initial notification. Emergency service response during normal business hours shall be at no additional cost to the District. Bidder shall give first priority emergency services to the District, before, during and after a natural disaster, such as hurricane, tornado, severe storm or flood, or any other event identified and designated as a public emergency.
- g. **Personnel Reporting:** Reference Attachment A, "40. Bidder Personnel": In addition...All assigned personnel shall report directly to each designated District project worksite in accordance with established reporting time. Bidder shall be responsible for providing all transportation of assigned personnel and equipment to and from worksite. Travel time for personnel and equipment shall be an element of Bidder's overhead burden in the unit prices bid. The District shall not reimburse Bidder for any travel time.

- h. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the District Representative or with the appropriate authority at each service site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. While on site, Bidder shall perform all services with a minimum amount of disruption to the normal operations of the service site.
- i. **Site Examination:** Prior to performance of work, Bidder shall visit worksite, become familiar with the work conditions, and correlate personal observations with the project requirements as communicated by the Site Representative. Unless otherwise agreed, Bidder shall perform site examination within three (03) business days of request. The District Representative shall determine the type and size of fencing as appropriate for the project. Bidder shall be responsible for performing all onsite field measurements to determine the actual quantity of materials necessary to complete correct installation. Bidder shall notify the District Representative of any discrepancies between site conditions and scope of work, as communicated.
- j. **Work Proposals:** Based on the site examination, Bidder shall submit a written work proposal to the Site Representative in the form of a "firm fixed-price" using District form "Work Proposal" (Appendix A). Work proposal shall be required to detail: scope of work, exact measurements; diagram of the installation area configuration; estimated quantity of all required materials; contract unit pricing; and work start and completion dates. Work proposals that do not include this information shall not be acceptable. Unless otherwise agreed, Bidder shall submit a work proposal within one (01) business day of site examination. Bidder shall provide work proposals at no additional cost to the District. The District may deem Bidder's repeated failure to conduct site examinations or submit work proposals within specified time requirements as a default of contract.

It is understood that Bidder shall perform all work authorized for price proposed, regardless of final cost incurred by Bidder, unless a change order for out-of-scope work has successfully been negotiated in advance between parties. Bidder shall not be entitled to additional compensation if it subsequently finds the conditions require additional materials, accessories or labor that it did not correctly estimate. The District shall only pay for materials actually installed should the project require fewer materials than estimated on the work proposal.

- k. **Work Proposal Rejection:** The District Representative shall evaluate the submitted work proposal to ensure understanding of work, and correct price estimation based on Bidder's field measurement. DIXIE DISTRICT SCHOOLS reserves the right to reject work proposals prior to commencement of services should it be determined that the proposal is not in accordance with the contract, or that the field measurements are not consistent with the defined fence area. In such an event, the District shall request Bidder to submit a revised proposal. Should the parties thereafter fail to reach an agreement on the requirements of the revised work proposal, the District further reserves the right to solicit a written quotation from Secondary Bidder, and make award of project to the lowest price proposal. The District considers the submission of inflated work proposals as unacceptable practice, regardless of intent. The rejection of inflated work proposals on three (03) or more occasions shall be cause for termination of contract.
- l. **Work Authorization:** The intended manner of payment selected by the Department shall govern the appropriate method of work authorization, as follows.

Conventional Check: Project work authorization shall be by the issuance of official hard copy District Purchase Order, accompanied by the fully executed Work Proposal.

Under no circumstances shall Bidder commence work prior to receiving authorization by district purchase order. Bidder shall not honor verbal orders. DIXIE DISTRICT SCHOOLS reserves the right to refuse payment for any work performed without proper authorization.

- m. **Change Orders:** The District Representative, without invalidating the work proposal, may order changes in the work, within the general scope of this contract, consisting of additions, deletions, or other revisions, with the work proposal "firm fixed-price" being adjusted accordingly. Bidder is not authorized to proceed with work without a written change order approved by the District Representative.
- n. **Time of Completion:** The District shall construe the commencement of services for any project to mean Bidder's acceptance of the working conditions for the defined work area. Bidder acknowledges that time is of the essence in completing the work as specified for each project. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the time specified for each project. Bidder shall be responsible for immediately notifying the District Representative should there be any delay in the commencement or completion of services for any reason. Any request for a time extension shall not be automatic. The District reserves the right to make sole and final determination to grant any

request for time extension. The repeated failure to commence and complete work within established time schedule shall be cause for termination of contract.

- o. **Progress Inspection:** The District reserves the right at any time to conduct periodic inspections of work. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- p. **Correction of Work:** Bidder shall promptly correct all work rejected by Site Representative as faulty, defective, or failing to conform to contract or work proposal, whether observed before or after substantial completion of the work, and whether or not completed. Bidder shall remedy any noted deficiencies within three (03) business days of notification, unless otherwise mutually agreed. Bidder shall not charge District for any call back work to correct any previous work found unsatisfactory as result of Bidder's failure to comply with requirements of IFB or work proposal.
- q. **Final Acceptance of Work:** Bidder shall notify District Representative upon completion of project work. The District Representative shall make a final inspection within reasonable time and notify Bidder of any discovered deficiencies. Bidder shall correct all noted deficiencies within the time specified herein, and submit an invoice for payment. Should Bidder fail to correct deficiencies in an acceptable and timely manner, the District may, after written notice of default, accomplish the work in an expeditious manner, and deduct the cost of corrective work from invoice. Bidder shall complete all work to the complete satisfaction of District
- r. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition, Bidder shall take all necessary steps to protect students, faculty, and public from injury in the course of the work.

Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution, including placing suitable barricades, warning devices, safety tape, safety cones, and posting hazard signs in and around worksite, when appropriate. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the worksite without first securing the work area and eliminating any hazardous condition resulting from its activities. District Representatives shall have the authority to stop work immediately should conditions be unsafe. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).

- s. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to protect District property from its activities. Bidder shall be responsible for the protection of all District facilities and other improvements (e.g., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. Bidder shall be responsible for notifying Site Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.
- t. **Utilities:** Bidder shall be cognizant of, and operate with due care when working in close proximity to surface and underground utilities. All underground utilities shall be located and appropriately marked prior to commencement of any projects requiring excavation in compliance with Chapter 556, Underground Facility Damage Prevention and Safety Act, F.S. Bidder shall be responsible for contacting Sunshine State One Call of Florida (www.callsunshine.com) and requesting a locate ticket for each project as required. The cost of coordinating all activities relating to this requirement shall be an element of the Bidder's overhead burden in the unit prices bid.
- u. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other sources and appropriately charge Bidder repair cost. Bidder shall cooperate with any on-going DIXIE DISTRICT SCHOOLS investigation involving economic loss or damage to DIXIE DISTRICT SCHOOLS buildings or personal property therein.

- v. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under the contract shall remain the property of the District. Bidder may be required to transport salvage to the Facilities Department upon request.
- w. **Cleaning-up/Debris Disposal:** Bidder shall be responsible for periodic removal and proper disposal of all debris resulting from its operations, and for leaving worksite in a safe and orderly fashion at end of workday. Bidder shall not allow any accumulated debris to create a safety hazard to student, staff, and public. Debris shall not be burned, buried, left for a collector, or placed in any District solid waste dumpster at worksite. Bidder shall be solely responsible for disposing debris in a legal manner, in accordance with existing state, county and city regulations. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave the worksite in ready to use condition.
- x. **Permits:** The District shall be responsible for obtaining and payment of any and all City/County permits required in the execution of work. Contract shall ensure applicable permits are in place through
- y. Coordination with the Facilities Department prior to all work.
- z. **Invoices:** Reference Attachment A, "42. Invoices". In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Invoices shall contain sufficient information as required by the District to determine the extent of services/products provided and accuracy of billing. Invoices received by the District that are not properly and correctly prepared or not accompanied by support documentation (i.e., Work Proposal) may cause delay of payment.

Invoices shall contain, at minimum, the following information: purchase order number (if applicable); invoice number; invoice date, date(s) of service; service location; description of services; description of materials; quantity; labor hours (if applicable) rounded to the nearest quarter (1/4) hours; and, applicable bid pricing. Bidder shall submit invoices to Accounts Payable Department in entirety within ten (10) business days of completion of project work. Bidder shall be responsible for identifying any unsettled charges at time of invoice submission. Invoices shall be sent electronically via email to the email address listed on Purchase Order or as directed by the District Representative.

- aa. **Invoice Verification/Correction** It shall be the responsibility of the District Representative to verify and approve all invoices prior to payment, and notify Bidder of any billing discrepancies. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, Bidder shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of Bidder to ensure that all invoices are correct. The District may deem that repeated failure to submit accurate invoices in the time and manner as specified as a default of contract.
- bb. **Final Payment:** The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence or defective workmanship, defective materials to the extent within the period provided by law and by the warranties provided herein. DIXIE DISTRICT SCHOOLS reserves the right to make partial payment of invoice (short pay) should Bidder fail to complete work to the satisfaction of the District. In such case, Bidder shall continue performance of services pending final resolution of dispute.

22. Equipment: Bidder shall currently possess and have readily available all service vehicles, equipment, tools, and accessories of trade customarily used in the service trade, and as necessary to adequately and efficiently perform its contractual duties. It is agreed and understood that having the necessary equipment is critical to the performance of the contract. Unless as otherwise permitted herein, Bidder shall not charge the District for any equipment deemed by District to be standard or essential for the scope of services. The Facilities Department shall resolve any dispute regarding the interpretation of customary equipment. Any such decision by the Facilities Department shall be final and conclusive. The cost of customary equipment, tools, and accessories as required, shall be an element of Bidder's overhead burden in the hourly labor rates bid.

Bidder shall be solely responsible for safeguarding its vehicles, equipment, tools, and fence materials at project site. The District assumes no direct or implied responsibility for the theft, vandalism, injury, or other undesirable actions occurring thereto.

23. Specialty Equipment Rental: The District shall compensate Bidder for the rental cost of any specialty equipment customarily not provided by commercial fences contractors for the scope of work described herein. Any rental of said equipment shall have the prior expressed approval of the District Representative. The District shall reimburse Bidder all customary and reasonable rental fees at net cost plus (+) fifteen percent (15%). The District shall

also reimburse Bidder for any other associated expenses (i.e., fuel, etc.) involved in the operation of the said rental equipment at actual cost. As a condition of reimbursement, Bidder shall be responsible for submitting paid receipts from the rental company to the District. DIXIE DISTRICT SCHOOLS assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or by any equipment rented by Bidder.

24. Price: Bid unit price, as per defined unit of measurement, for each specified category line item as listed on Attachment C, Form of Proposal. Decimals may be carried a maximum two places (0.00) for each unit price bid. Bidder shall submit pricing for all categories to allow for evaluation on an overall basis; partial bids are not acceptable.

Unit prices shall be inclusive of all aspects of services required including: technical expertise; supervision; qualified labor; customary equipment, tools, and trade accessories; all materials and supplies; transportation; travel time; insurance; profit; and, all other services that are necessary for the proper execution and performance of contract. It is the intent of the District that this be a full service, all-inclusive contract. Bidder shall perform all services complete in strict accordance with IFB specifications. The District shall not allow minimum order requirements in any form as part of the contract. No other charges or surcharges (i.e., mileage, fuel, travel time, mobilization charge, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of the contract and any subsequent renewal periods.

25. Supplemental Pricing: Project work may occasionally require gate assembly sizes not specifically listed on Form of Proposal. In such an event, the District shall negotiate unit price with Bidder, taking into consideration the established Bid pricing for gate assemblies of similar size.

This contract also establishes a pricing method for the purchase of contract related (balance-of-line) fencing materials directly from Bidder. Pricing shall be in the form of net cost plus (+) percentage (%) mark-up, inclusive of sales tax, applied to Bidder's verifiable net cost of item to arrive at the net delivered unit price. For purposes of contract, the District has established a maximum mark-up limit of twenty percent (20%). The District understands that actual mark-up percentage applied at time of sale may be less depending on type and quantity of materials, and availability of any special discount pricing. Proposed maximum mark-up shall be firm and fixed during the full term of contract, and be inclusive of all handling, order processing, technical expertise, delivery, insurance, profit, and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable unless specifically permitted herein. The District reserves the right to request Bidder to provide paid receipts as verification of net cost and mark-up for any supplemental purchases.

26. Special Discounts/Promotions: Bidder shall pass-on to the District all rebates and special promotions offered by the manufacturer during the term of contract. The District shall accept any additional discounts and price incentives on the condition that the new pricing is lower than what would otherwise be available through the contract. The District understands that these special price promotions may be of limited duration and that at the end of the special sales program, the standard contract pricing shall prevail.

27. *Price Adjustment***:** Pricing bid shall be firm and fixed during the initial one (01) year term of contract. Bidder may petition the District for a price adjustment at the beginning (anniversary date) of each one (01) year contract renewal term thereafter, on the basis of changes in the costs of operation after contract effective date and which, by all reasonable expectations, shall continue for at least one year. The District shall only consider one (01) request for price adjustment per contract year.

Any price adjustment approved by the District shall:

- A. Be limited to only direct manufacturer generated price increases arising from escalating fence material components, packaging, labor, and transportation costs that may have occurred after contract effective date, and;
- B. Be comparable in price changes to other similar manufacturer products and industry related indices, and;
- C. Not exceed six percent (06%) of the contract unit Bid price, in effect at time of request, for any or all specified items, and;
- D. Remain firm during full term of contract or until the process is repeated and approved by District.

For consideration, Bidder shall submit a written request to the Facilities Department accompanied with sufficient written documentation to support the request including a manufacturer's price increase letter for the specified product(s), and a composite of applicable market indexes. Bidder shall also be responsible for reporting any manufacturer price reductions that may have occurred during the current contract period. The Facilities Department must receive a minimum of forty-five (45) calendar days prior to the anniversary date of contract year.

The Facilities Department shall correlate any price increase request and support documentation with current industry market trends, taking into consideration such factors as upward/downward pricing, market stability, and future market

price projections. The District shall verify current manufacturer pricing trends using selected Producer Price Index (PPI) Commodity Data for the applicable group(s) and item(s) as published by the United States Department of Labor, Bureau of Labor Statistics (BLS). PPI industry data is available on the following website: www.bls.gov/ppi. By way of example, PPI industry commodity data shall include, but not limited to: Series Id: PCU3312223312225, Steel wire, including galvanized and other coated wire, not seasonally adjusted; and, Series Id: PCU331210331210, Iron and steel pipe and tube manufacturing from purchased steel, no seasonally adjusted.

DIXIE DISTRICT SCHOOLS reserves the right to make sole and final determination to accept, reject, or negotiate any such request for unit price adjustment as proposed by Bidder. Any approved price increase shall be in the form of an amendment to the contract. Bidder shall be responsible to accept and fill any product orders placed prior to the effective date of price increase at the unit price in effect at time of order placement.

Price De-escalation: Prior to any contract renewal, DIXIE DISTRICT SCHOOLS reserves the right to request a full or partial reduction of the amount of any previously approved price increase should unforeseen conditions in the marketplace or industry result in a significant, sustained, and verifiable decrease in open market prices, as evidenced in part by other similar type public agency contracts. Any such request shall be made at time of contract renewal offer and be effective on the first (1st) day of renewal term until such time as expiration of contract or price adjustment (+) process is repeated and approved by District.

28. *Bid Tabulation/Evaluation***:** The Purchasing Department shall compute the Bid tabulation based on the following methodology. Stated quantities are for Bid tabulation purposes only, and not intended as a representation of the District's estimated annual requirements.

1. The extended amount of each specified category item shall be determined by multiplying the unit price bid times (x) stated quantity;
2. The subtotal of category #'s 1-4, 13-15 shall be determined by the addition (+) of the extended amounts of all items;
3. The subtotal of category #'s 5-12, 16 shall be calculated by multiplying (x) the average of the extended amounts of all specified line items times (x) multiplier (#), as assigned by the Purchasing Department;
4. The Award Total shall be determined by the addition (+) of the sum totals of all categories.

The District shall make award of contract based on Award Total to the lowest (Primary) and second lowest (Secondary) responsive and responsible Bidders respectively, meeting IFB terms, conditions and specifications.

In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder(s), including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications. DIXIE DISTRICT SCHOOLS reserves the right to make sole and final determination of which Bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

Supplemental Pricing: The District shall not consider or tabulate the mark-up percentage proposed by Bidder for the direct purchase of balance-of-line fencing materials. DIXIE DISTRICT SCHOOLS reserves the right to reject and negotiate proposed mark-up with the low, responsive and responsible Bidder(s) if deemed to be in the best interest of the District. Furthermore, DIXIE DISTRICT SCHOOLS reserves the right to purchase materials from any source or via procurement method deemed to be in the District's best interest.

29. Warranty: Reference Attachment A, "25. Condition of Product/Services": In addition, all galvanized fencing materials furnished in the performance of contract shall carry full warranty coverage against defective material, workmanship, and failure to perform in accordance with manufacturer's performance standards for a minimum period of twelve (12) months or standard manufacturer's warranty, the greater of. Warranty period shall commence upon completion of project installation unless otherwise mutually agreed by parties. Any other warranty exceeding that of manufacturer that is provided by Bidder to other commercial accounts in similar scope and size of this contract shall additionally be offered to the District. Bidder shall have direct responsibility for the remedy of all manufacturer warranty issues and shall resolve all matters regarding materials facts and issues with the manufacturer, without the involvement of DIXIE DISTRICT SCHOOLS.

Should any equipment, parts or materials fail to conform to this warranty, Bidder shall repair or replace the defective items within five (05) business days of notification by the District with the understanding that all replacement items shall carry the same warranty as the original item. Any warranty coverage exercised in this contract shall be at no cost to the District, including all shipping expenses incurred during the warranty remedy process. Consistent delays or

unresponsiveness in addressing warranty issues shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

28. **Service Guarantee:** All installation, repair, and other service work provided by Bidder in the performance of contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and shall meet or exceed the quality of services provided to other commercial customers. Specifically, Bidder shall warrant that all workmanship conforms to contract specifications and manufacturer's recommendations, and be of the highest quality, free from faults and defects, for a minimum period of one (01) year or manufacturer's warranty, the greater of. The service guarantee shall commence upon the completion and final acceptance of project work by the District. Payments in full or otherwise shall not constitute a waiver of this guarantee.

It is agreed and understood that Bidder shall perform service work to the complete satisfaction of DIXIE DISTRICT SCHOOLS. Bidder shall remedy any defective service work within three (03) business days of notification at no additional expense to District. In the event Bidder fails to correct defects within specified time, the District reserves the right to have the work remedied from other service provider. In such case, Bidder shall be fully liable for all costs and expenses reasonably incurred by the District.

To insure the security of performance expected, the District further reserves the right to withhold payment of any monies owned Bidder who is not performing satisfactorily or fails to provide specific services in the time permitted. The District shall notify Bidder in writing and provide an acceptable time to correct deficiencies should it intend to withhold payment for any reason. Any re-performance of work required shall be at no cost to the District.

29. **Service Complaints:** The District Representative shall report all performance related service complaints to the designated Account Representative. Bidder shall promptly resolve reported complaints pursuant to the applicable terms of this Agreement in accordance with established response time. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

30. **Habitual Violator:** Reference Attachment A, "47. Termination for Default": In addition, should the District determine that the number of complaints at any project or cumulatively within the District be excessive, the Facilities Director shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) business days of meeting, Bidder shall provide the Facilities Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Facilities Department. In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder's record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a "habitual violator". In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

TECHNICAL SPECIFICATIONS

GALVANIZED CHAIN LINK FENCE

- 1.0 Unless otherwise noted, it is the intent of the District that all material and installation specifications be in accordance with the guidelines as established by the Chain Link Fence Manufacturers Institute (CLFMI), and the most recent ASTM Standards, as referenced therein. All installation standards and furnished materials shall be of standard industrial grade and application.
- 2.0 **Installation Standards (General):**
 - A. Install framework, fabric, accessories, and gates in accordance with manufacturer instructions and ASTM F567 or most recent standards;
 - B. Verify field measurements for accuracy, and with locations of perimeter reference points relative to recorded property lines;
 - C. Install fencing and gates plumb, level, rigid, without buckling and kinks, set accurately to line, and aligned with all adjoining fencing;
 - D. All installation work shall be accomplished in conformity with the lay of the land;
 - E. Perform manual ground leveling and back-filling when necessary; excess soil material removed from post holes shall be spread.
 - F. DIXIE DISTRICT SCHOOLS shall perform site prep as required including any necessary grading and land clearing.
- 3.0 **Pointed Surfaces:**
 - A. All fabric and tie wire terminal ends shall be knuckled and turned away from the traffic side of fences;
 - B. All galvanized drip points, bolts, truss rods, posts, and hardware shall have minimal sharp edges directed away from the traffic side of the fence;
 - C. All hardware including brace bands, tension bands, and stretcher turn buckles shall have rounded edges;
 - D. Bidder shall be responsible for replacing or repairing, at no additional cost, any fencing materials with sharp or pointed surfaces/edges that may pose a potentially hazardous condition.
- 4.0 **Fabric:**
 - A. Galvanized After Weave (GAW) chain link fabric shall be zinc-coated steel woven wire with minimum 1.2 oz. of zinc per square foot (Class 1) of surface area;
 - B. Fabric shall meet or exceed requirements of ASTM A-392, latest revision;
 - C. 2" x 2" diamond mesh (galvanized) interwoven coated wire shall be #9-gauge thick, both top and bottom selvage knuckle end closed;
 - D. 2" x 2" diamond mesh Polyvinyl Chloride Coated (PVC) fabric shall be #9-gauge (galvanized) steel core wire with a minimum PVC coating thickness at any point of 0.015 inches;
 - E. Base metal of fabric shall be a good commercial quality of steel wire;
 - A. Fabric diamond count shall conform to CLFMI standards relative to height and size of mesh;
 - B. Chain link fabric shall be stretched tightly to eliminate sags and buckles, and shall be placed with top selvage barbs projecting above top rail and with bottom salvage not more than two inches (02") inches above grade \pm 1 inch;
- 5.0 **Fabric Fastenings:**
 - A. Chain link fabric shall be stretched tightly to eliminate sags and buckles, and shall be placed with top selvage barbs projecting above top rail and with bottom salvage not more than two inches (02") inches above grade \pm 1 inch Fabric shall be fastened to all line posts using #9-gauge aluminum ties in intervals of fifteen inches (15") or less.
 - B. Fabric shall be attached with ties to top rail or tension wire at intervals of twenty-four inches (24") or less;
 - C. Fabric shall be attached to terminal and gate posts with 3/16" x 3/4" hot dip galvanized steel stretcher bars and clips, and 3/4", #14-gauge hot dip galvanized steel tension bands, spaced at a minimum of 15" intervals.
 - D. Stretcher bars shall be two inches shorter than full height of fabric with one stretcher bar provided for each gate post and two stretcher bars for each terminal post;
 - E. Provide all other miscellaneous fittings as necessary to make a complete installation; fittings shall be malleable iron, hot dipped galvanized, or pressed steel.

6.0 **Tension Wire:**

- A. Tension wire shall be #7-gauge, hot-dip galvanized, coiled steel wire, fastened using #9-gauge aluminum hog rings;
- B. Install taut and free of sag within the bottom six inches (6") of all fencing fabric;
- C. Tension wire shall be required at top of fence should top rail be omitted.

7.0 **Posts:**

- A. All furnished line (intermediate), terminal (end, corner, and pull), and gate posts shall be round Schedule 40 tubular steel pipe, standard weight, welded and seamless, with minimum yield strength of 30,000 psi;
- B. Posts shall be hot-dipped galvanized inside and out after forming according to ASTM A123, with galvanized coating weighing not less than 1.8 oz/ft;
- C. Posts shall meet or exceed ASTM F 1083;
- D. Install with top loop to allow passage of top rail or dome top, as applicable;
- E. Post tops shall fit over the outside of posts to exclude moisture;
- F. Line posts shall be evenly spaced ten feet (10') or less on center and plumbed vertical unless otherwise specified;
- G. Line and terminal posts shall be not less than two feet (02') longer than height of fence;
- H. Gate posts shall be not less than three feet (3') longer than height of fence;

❖ **Post Size/Weight:**

Post (pipe) Type and Use		Fence Industry	NPS (inch)	OD (inch)	Weight lb/ft
Terminal Posts (round)	> 4' Fabric Height	2-7/8"	2-1/2	2.875	5.80
Line Posts (round)	< 6' Fabric Height	1-7/8"	1-1/2	1.900	2.72
	> 6' Fabric Height	2-3/8"	2	2.375	3.65
Gate Posts Gate Leaf Width	< 6' Fabric Height				
	< 10' Width	2-7/8"	2-1/2	2.875	5.80
	> 10' to 18' Width	4"	3-1/2	4.000	9.12
Gate Posts Gate Leaf Width	> 6' Fabric Height				
	< 6' Width	2-7/8"	2-1/2	2.875	5.80
	> 6' to 12' Width	4"	3-1/2	4.000	9.12
	> 12' to 18' Width	6-5/8"	6	6.625	18.99

❖ **Setting Swing Gate Posts:**

(Minimum Requirements)			Size of Hole			
			Diameter		Depth	
Gate Leaf Width	Height	Post Size	Dirt	Solid Rock/ Concrete	Dirt	Solid Rock/ Concrete
< 10'	< 6'	3.000	12"	Post O.D. + 1/2"	36"	Post O.D. x 3
> 10' to 18'	> 4' to 10'	4.000	14"	Post O.D. + 1/2"	36"	Post O.D. x 3
	> 6' to 12'	4.000	12"	Post O.D. + 1/2"	36"	Post O.D. x 3
> 12' to 18'	> 6'	6.625	16"	Post O.D. + 1/2"	42"	Post O.D. x 3
> 18' to 24'	> 6'	8.625	18"	Post O.D. + 1/2"	48"	Post O.D. x 3

8.0 **Anchorage:**

- A. All posts shall be installed level and plumb and set in concrete foundations to provide an adequate stable support base for the application intended;
- B. After post has been set and plumbed, the post hole shall be filled with a ready-mix concrete supplied with a minimum strength of 2,500 P.S.I.;
- C. In the event that a pre-mixed foundation material is unavailable, a 1:2:4 concrete mix with stone no smaller than ¼" size may be used;
- D. Top of the footing shall be sloped a minimum of two inches (02") to the surrounding grade to shed water away from posts;
- E. Line and terminal posts shall have hole diameters dug or drilled a minimum of four (04) times the largest cross section of the post. Posts shall have a minimum depth of twenty-four inches (24") plus an additional three inches (03") for each one foot (01') increase in fence height over four feet (04').

9.0 **Gate Assembly:**

- A. All gate frames shall be round Schedule 40 tubular steel pipe, hot dipped galvanized after forming according to ASTM A123, with galvanized coating weighing 1.8 oz. per sq. ft. minimum;
- B. Gate frame pipe for fabric height equal to or less (□) then six feet (06') shall have a nominal outside dimension of 1.66" and weight of 1.83 lbs/ft;
- C. Gate frame pipe for fabric height greater (□) then six feet (06') shall have a nominal outside dimension of 1.90" and weight of 2.28 lbs/ft;
- D. Gate framework shall be assembled by welding with welds coated with a suitable cold galvanized compound to provide a watertight construction, with welds ground smooth;
- E. Gate frames shall be braced and trussed to make the frame rigid;
- F. Gate frames greater (□) then six feet (06') shall have crossed, diagonal truss rods installed in each panel;
- G. Fence fabric shall be fastened in the frames or panels on all edges by use of suitable tension bands stretch bars;
- H. Gate fabric and height shall match adjacent fencing, unless specified otherwise;
- I. Gate hinges shall be heavy industrial offset type allowing gates to swing 180□ parallel to the fence;
- J. Gate hinges shall be of adequate strength to allow the gate to open and close without binding;
- K. No sagging gates shall be accepted.
- L. Single gate latches shall be of the plunger rod, forked latch type with provisions for padlocking;
- M. Double gate latches shall be a drop rod or plunger bar arranged to engage the gate stop;
- N. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when the gate is locked;
- O. Latching devices shall have provision for a padlock;
- P. Gate stops shall be provided for all double gates;
- Q. Unit Price for gate assembly shall include all hardware (hinges, latches, drop rods, keepers, stops, misc. fittings) necessary for the proper operation of the gate.

10.0 **Top Rail:**

- A. Top rails shall be in lengths not less than eighteen feet (18');
- B. Railing shall be 1-5/8" OD, Schedule 40 tubular steel pipe, standard weight, 2.27 lb./ft., hot dipped galvanized after forming in accordance with ASTM A123;
- C. Galvanized coating shall weigh 1.8 oz. per sq./ft. (minimum);
- D. Top rail shall be installed with steel expansion sleeves to run continuously between line, terminal and gate posts;
- E. Rails should be securely fastened to the terminal posts with malleable rail end up and 3/4" x 12" galvanized steel brace band.

11.0 **Bracing:**

- A. Bracing shall be installed at every terminal and gate post on an as-needed basis;
- B. Bracing shall be 1-5/8" OD, Schedule 40 steel pipe, standard weight, 2.27 lb./ft., hot dipped galvanized after forming in accordance with ASTM A123;
- C. Install bracing complete with galvanized truss rods, turnbuckles, bolts, washers, and nuts;
- D. Installation of bracing shall be midway between the top rail and ground level, extending from the terminal and/or gate post to the first adjacent line post. Fasten with brace bands and/or rail ends with brace bands;
- E. Diagonal brace rods shall be a minimum 5/16" nominal diameter, and trussed from the brace end on the line post back to the terminal or gate post;
- F. All rods shall be adjustable by means of turnbuckle.

12.0 **Rolling Gate:**

- A. Sliding gate shall be a cantilever type gate that expands an opening without a top or bottom support within that opening as specified in ASTM 1184 for a Type II, Class I gate;
- B. Unit price bid shall be for a complete gate including heavy-duty rollers, support posts, and all necessary hardware.

13.0 **Installation Standards:**

A. Site Preparation:

- Bidder shall be responsible for having all underground utilities located prior to installation and make required adjustments should any underground utilities affect layout of fence;
- DIXIE DISTRICT SCHOOLS shall be responsible for performing any grading and land clearing requiring mechanical equipment;
- Bidder shall be responsible for performing any required manual ground leveling including, but not limited to, clearing vegetation and raking away all debris, sand, rock, etc;
- Any holes or ground disturbances shall be leveled or backfilled as needed to prevent hazards and allow proper fence installation;
- Excess soil from post-holes shall be spread. Bidder shall place all other excess ground materials in neat piles for removal and disposal of these materials off-site by the District.

B. Installation:

- All fence and gate materials shall be examined upon receipt at work site prior to installation to check for any damage that may have occurred during transit;
- Field measurement shall be verified for accuracy and locations of property perimeter posts relative to recorded property lines;
- Fence and gate components shall be installed in accordance with manufacturer's instructions. Each section shall be properly aligned as installed;
- Fencing and gates shall be installed plumb, level, rigid and aligned with all abutting fencing according to the manufacturer's instructions;
- All installation shall be accomplished in conformity with the lay of the land;
- Fence sections shall be installed so that the bottoms of the pickets are at a height above grade meeting industry standards;
- All pre-drilled holes in the posts shall be installed on the inside of the enclosed area for a neater appearance from the outside;
- Post caps shall be attached to the post by driving them on with a rubber mallet prior to putting post in the ground. Caps must be securely fastened with a flexible adhesive rather than screws.

C. Erection Tolerances:

- Maximum variation from plumb: 1/4";
- Maximum Offset from Indicated Position: 1";
- Minimum distance from property line: 6".

D. Setting Posts:

- When installing line, end, and gate posts, cast-in-place method shall be used with prescribed amount of concrete in accordance with manufacturer's instructions;
- Holes drilled for post footings shall be in firm, undisturbed or compacted soil, strictly adhering to manufacturer prescribed dimensions and spacing;
- Soil in each post hole shall be firmly tamped prior to pouring of concrete;
- Notched stringers shall be inserted into pre-punched posts and fastened with TEK screws;

- Concrete shall be placed around posts in a continuous pour and vibrated or tamped for consolidation;
- Top of concrete shall be at least two inches (2") below ground level;
- Each post shall be held in position and checked for plumb, and vertical and top alignment while concrete is being poured;
- Any corrections that are necessary shall be made before concrete hardens;
- Each gate post shall be installed with sufficient support to ensure they will not move should additional weight be added at unsupported end.

E. Gate Installation:

- Gates shall be supported from gate posts only. Do not attach hinged side of gate from building wall;
- Ground-set items shall be installed in concrete for anchorage in accordance with manufacturer's recommendations;
- Provide concrete center drop for drop rod retainers at center of double gate openings;
- Install gates plumb, level and secure for full opening without interference. For double gates, install drop rod;
- Adjust hardware for smooth operation.

F. Cleaning:

- Upon completion of project, Bidder shall clean work site of excess materials;
- Mortar shall be removed from exposed posts and other fencing and gate material using a 10% solution of muriatic acid followed immediately by a clean water rinse;
- Fencing materials shall be cleaned with a mild household detergent and then rinsed with clean water.
- Touch up scratched surfaces using materials recommended by manufacturer. Match touchup paint color to fence finish.

G. Protection:

- Protect installed products until completion of project;
- Touch-up, repair or replace any damaged installed fencing and gates.

ATTACHMENT C
FORM OF PROPOSAL IFB No. 2021-02
FENCING SERVICES (DISTRICT-WIDE)
ANNUAL CONTRACT

Instructions: Bid unit price, as per defined unit of measurement, for each specified category line item. Decimals may be carried a maximum two places (0.00) for each unit price bid. Bidder shall submit pricing for all categories to allow for evaluation on an overall basis; partial bids are not acceptable.

Unit prices shall be inclusive of all aspects of services required including: technical expertise; supervision; qualified labor; customary equipment, tools, and trade accessories; all materials and supplies; transportation; travel time; insurance; profit; and, all other services that are necessary for the proper execution and performance of contract. It is the intent of the District that this be a full service, all-inclusive contract. Bidder shall perform all services complete in strict accordance with IFB specifications. The District shall not allow minimum order requirements in any form as part of the contract. No other charges or surcharges (i.e., mileage, fuel, travel time, mobilization charge, etc.) shall be applicable to this contract unless specifically permitted herein.

Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner.

GALVANIZED CHAIN LINK FENCE

Bidder shall indicate below the primary manufacturer(s) that will furnish fencing materials under any awarded contract.

1. _____
2. _____
3. _____

Cat. #	1	Chain Link Fence, 2" x 2" diamond mesh fabric		
GAW Galvanized Chain Link Fabric; 9 gauge; unit price shall include complete installation and fencing materials including fabric, fastenings, top rails, tension wire, stretcher bars and all other hardware as necessary for complete installation; line/terminal posts not included.				
#	Description	Qty.	U/M	Unit Price
1a	Four Foot (4') Fabric Height	200	LF	\$
1b	Five Foot (5') Fabric Height	200	LF	\$
1c	Six Foot (6') Fabric Height	4,000	LF	\$
1d	Eight Foot (8') Fabric Height	600	LF	\$

Cat. #	2	Chain Link Fence, 2" x 2" diamond mesh fabric, PVC coated		
GAW Galvanized Chain Link Fabric; 9 gauge; color: black, brown, green, and other available colors; unit price shall include complete installation and fencing materials including fabric, fastenings, top rails, tension wire, stretcher bars and all other hardware as necessary for complete installation; line/terminal posts not included.				
#	Description	Qty.	U/M	Unit Price
2a	Four Foot (4') Fabric Height	200	LF	\$
2b	Six Foot (6') Fabric Height	600	LF	\$

Cat. #	3	Line Posts			
Galvanized Schedule 40 pipe; meets or exceeds ASTM F1083; post OD size and length as appropriate for fabric height; unit price per post shall include complete installation and materials including caps, fittings and concrete as necessary for complete installation; PVC coated to match fabric color.					
#	Description		Qty.	U/M	Unit Price
3a	Six Foot (6') Post		20	Ea.	\$
3b	Seven Foot (7') Post		20	Ea.	\$
3c	Eight Foot (8') Post		400	Ea.	\$
3d	Ten Foot (10') Post		60	Ea.	\$
3e	Six Foot (6') Post, PVC Coated		20	Ea.	\$
3f	Eight Foot (8') Post, PVC Coated		60	Ea.	\$

Cat. #	4	Terminal Posts (includes end, corner, pull posts)			
Galvanized Schedule 40 pipe; meets or exceeds ASTM F1083; post OD size and length as appropriate for fabric height; unit price per post shall include complete installation and materials including caps, bands, fittings and concrete as necessary for complete installation; post PVC color to match fabric.					
#	Description		Qty.	U/M	Unit Price
4a	Six Foot (6') Post		2	Ea.	\$
4b	Seven Foot (7') Post		2	Ea.	\$
4c	Eight Foot (8') Post		40	Ea.	\$
4d	Ten Foot (10') Post		6	Ea.	\$
4e	Six Foot (6') Post, PVC Coated		2	Ea.	\$
4f	Eight Foot (8') Post, PVC Coated		6	Ea.	\$

Cat. #	5	Bracing Assembly			
Unit price per bracing assembly, as required and approved by District, shall include complete installation and materials including galvanized steel pipe complete with truss rods, turnbuckles, bolts, washers, nuts, and all other hardware as necessary for complete installation.					
#	Description		Qty.	U/M	Unit Price
5a	Four Foot (4') Fabric Height		2	Ea.	\$
5b	Five Foot (5') Fabric Height		2	Ea.	\$
5c	Six Foot (6') Fabric Height		40	Ea.	\$
5d	Eight Foot (8') Fabric Height		6	Ea.	\$
5e	Four Foot (4') Fabric Height, PVC Coated		2	Ea.	\$
5f	Six Foot (6') Fabric Height, PVC Coated		6	Ea.	\$

Cat. #	6	Gate Posts		
Galvanized Schedule 40 pipe; meets or exceeds ASTM F1083; post OD size and length as specified for fabric height; unit price per post shall include complete installation and materials including caps, bands, fittings and concrete as necessary for complete installation.				
#	Description	Qty.	U/M	Unit Price
6a	Seven Foot (7') Post	8	Ea.	\$
6b	Eight Foot (8') Post	8	Ea.	\$
6c	Nine Foot (9') Post	68	Ea.	\$
6d	Eleven Foot (11') Post	20	Ea.	\$
6e	Seven Foot (7') Post, PVC Coated	12	Ea.	\$
6f	Nine Foot (9') Post, PVC Coated	20	Ea.	\$

Cat. #	7	Gate Assembly – Single Swing Gate		
2" x 2" diamond mesh, #9-gauge GAW galvanized chain link fabric; braced and trussed; frame pipe OD size as appropriate for fabric height; unit price per each gate assembly shall include complete installation and materials including: frame, fabric, hinges, latches, and all other gate hardware and accessories as necessary for complete installation; gate posts not included.				
#	Description	Qty.	U/M	Unit Price
	Four Foot (4') Fabric Height			
7a	Four Foot (4') Wide	1	Ea.	\$
7b	Five Foot (5') Wide	1	Ea.	\$
7c	Six Foot (6') Wide	1	Ea.	\$
	Five Foot (5') Fabric Height			
7d	Four Foot (4') Wide	1	Ea.	\$
7e	Five Foot (5') Wide	1	Ea.	\$
7f	Six Foot (6') Wide	1	Ea.	\$
	Six Foot (6') Fabric Height			
7g	Four Foot (4') Wide	1	Ea.	\$
7h	Five Foot (5') Wide	20	Ea.	\$
7i	Six Foot (6') Wide	6	Ea.	\$
	Eight Foot (8') Fabric Height			
7j	Four Foot (4') Wide	1	Ea.	\$
7k	Five Foot (5') Wide	1	Ea.	\$
7l	Six Foot (6') Wide	1	Ea.	\$

Cat. #	8	Gate Assembly – Double Swing Gate		
2" x 2" diamond mesh, #9-gauge GAW galvanized chain link fabric; braced and trussed; frame pipe OD size as appropriate for fabric height; unit price per each gate assembly shall include complete installation and materials including: frame, fabric, hinges, latches, stops, keepers, and all other gate hardware and accessories as necessary for complete installation; gate posts not included.				
#	Description	Qty.	U/M	Unit Price
	Four Foot (4') Fabric Height			
8a	Twelve Foot (12') Wide	1	Ea.	\$
	Five Foot (5') Fabric Height			
8b	Twelve Foot (12') Wide	1	Ea.	\$
	Six Foot (6') Fabric Height			
8c	Eight Foot (8') Wide	1	Ea.	\$
8d	Twelve Foot (12') Wide	1	Ea.	\$
8e	Twenty Foot (20') Wide	1	Ea.	\$
8f	Twenty-four (24') Wide	1	Ea.	\$
8g	Thirty Foot (30') Wide	1	Ea.	\$
	Eight Foot (8') Fabric Height			
8h	Eight Foot (8') Wide	1	Ea.	\$
8i	Twelve Foot (12') Wide	1	Ea.	\$
8j	Twenty Foot (20') Wide	1	Ea.	\$
8k	Twenty-four (24') Wide	1	Ea.	\$
8l	Thirty Foot (30') Wide	1	Ea.	\$

Cat. #	9	Gate Assembly – Rolling Gate		
2" x 2" diamond mesh, #9-gauge GAW galvanized chain link fabric; braced and trussed; frame pipe OD size as appropriate for fabric height; unit price per each gate assembly shall include complete installation and materials including: frame, fabric, hinges, latches, stops, keepers, and all other gate hardware and accessories as necessary for complete installation; gate posts not included.				
#	Description	Qty.	U/M	Unit Price
	Four Foot (4') Fabric Height			
9a	Twelve Foot (12') Wide	1	Ea.	\$
9b	Twenty Foot (20') Wide	1	Ea.	\$
	Six Foot (6') Fabric Height			
9c	Twelve Foot (12') Wide	1	Ea.	\$
9d	Twenty Foot (20') Wide	1	Ea.	\$

Cat. #	10	Gate Assembly – Single Swing Gate, PVC Coated		
2" x 2" diamond mesh, #9-gauge GAW galvanized chain link fabric; braced and trussed; frame pipe OD size as specified for fabric height; unit price per each gate assembly shall include complete installation and materials including: frame, fabric, hinges, latches, stops, keepers, and all other gate hardware and accessories as necessary to make installation complete; gate posts not included.				
#	Description	Qty.	U/M	Unit Price
Four Foot (4') Fabric Height				
10a	Four Foot (4') Wide	1	Ea.	\$
10b	Five Foot (5') Wide	1	Ea.	\$
10c	Six Foot (6') Wide	1	Ea.	\$
Six Foot (6') Fabric Height				
10d	Four Foot (4') Wide	1	Ea.	\$
10e	Five Foot (5') Wide	1	Ea.	\$
10f	Six Foot (6') Wide	1	Ea.	\$

Cat. #	11	Gate Assembly – Double Swing Gate, PVC Coated		
2" x 2" diamond mesh, #9-gauge GAW galvanized chain link fabric; braced and trussed; frame pipe OD size as specified for fabric height; unit price per each gate assembly shall include complete installation and materials including: frame, fabric, hinges, latches, stops, keepers, and all other gate hardware and accessories as necessary to make installation complete; gate posts not included.				
#	Description	Qty.	U/M	Unit Price
Four Foot (4') Fabric Height				
11a	Twelve Foot (12') Wide	1	Ea.	\$
Six Foot (6') Fabric Height				
11b	Eight Foot (8') Wide	1	Ea.	\$
11c	Twelve Foot (12') Wide	1	Ea.	\$
11d	Twenty Foot (20') Wide	1	Ea.	\$
11e	Twenty-four (24') Wide	1	Ea.	\$
11f	Thirty Foot (30') Wide	1	Ea.	\$

Cat. #	12	Gate Assembly – Rolling Gate, PVC Coated		
2" x 2" diamond mesh, #9-gauge GAW galvanized chain link fabric; braced and trussed; frame pipe OD size as appropriate for fabric height; unit price per each gate assembly shall include complete installation and materials including: frame, fabric, hinges, latches, stops, keepers, and all other gate hardware and accessories as necessary for complete installation; gate posts not included.				
#	Description	Qty.	U/M	Unit Price
	Four Foot (4') Fabric Height			
12a	Twelve Foot (12') Wide	1	Ea.	\$
12b	Twenty Foot (20') Wide	1	Ea.	\$
	Six Foot (6') Fabric Height			
12c	Twelve Foot (12') Wide	1	Ea.	\$
12d	Twenty Foot (20') Wide	1	Ea.	\$

MISCELLANEOUS SERVICES

Cat. #	13	Fence and Gate Repair (Labor only)		
Straight time hourly labor rate for one (01) two-man crew to be charged for the repair of existing fencing and gate assemblies when unit pricing proposed in other lots is not applicable. Hourly labor rate shall be inclusive of service vehicle, travel time, and all tools and accessories necessary for the performance of work. Should only one (01) service technician be dispatched, hourly rate shall be calculated at fifty percent (50%) of hourly Crew rate bid.				
#	Description	Qty.	U/M	Hourly Rate
13a	One (01) Two-Man Crew	50	Hrs.	\$

Cat. #	14	Fencing Removal and Disposal		
Unit price per linear foot (LF) for the removal and legal disposal (as requested) of existing fencing including: fabric; line, terminal and gate posts; gate assemblies; footings; bracing; and, all other associated fence line debris. Unit prices shall be inclusive of all fabric/post heights, and include all labor, transportation, tools and equipment necessary for completion of the work. Any holes and surface irregularities created by fence removal shall be filled to prevent tripping hazards. Should work not require disposal, Bidder shall be responsible for transportation of fencing materials to a site as directed by District.				
#	Description	Qty.	U/M	Unit Price
14a	Fencing Removal and Disposal	4,000	LF	\$

Cat. #	15	Temporary Galvanized Chain Link Fencing			
Unit price per linear foot (LF) for the furnishing, installation, and removal of temporary galvanized chain link fencing upon completion of project; all fencing materials shall remain the property of Bidder.					
#	Description		Qty.	U/M	Unit Price
15a	Temporary – 6' fabric		200	LF	\$
15b	Temporary – 8' fabric		200	LF	\$

Cat. #	16	Core Drilling per Post			
Unit price per post for core drilling and cutting of concrete flooring and/or asphalt pavement as necessary to install line, terminal and gate posts. Core drilling charge shall be in addition to post price.					
#	Description		Qty.	U/M	Unit Price
16a	4" Core Size		8	Ea.	\$
16b	5" Core Size		1	Ea.	\$
16c	6" Core Size		1	Ea.	\$
16d	7" Core Size		8	Ea.	\$
16e	9" Core Size		1	Ea.	\$

Supplemental Pricing

Materials: This contract also establishes a pricing method for the purchase of contract related (balance-of-line) fencing materials directly from Bidder. Pricing shall be in the form of net cost plus (+) percentage (%) mark-up, inclusive of sales tax, applied to Bidder's verifiable net cost of item to arrive at the net delivered unit price. For purposes of contract, the District has established a maximum mark-up limit of twenty percent (**20%**). The District understands that actual mark-up percentage applied at time of sale may be less depending on type and quantity of materials, and availability of any special discount pricing. Proposed maximum mark-up shall be firm and fixed during the full term of contract, and be inclusive of all handling, order processing, technical expertise, delivery, insurance, profit, and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable unless specifically permitted herein.

#	Net Cost of Material	Mark-up
1	≤ \$1000.00	%
2	\$1001.00 – \$3000.00	%

The District advises Bidder, prior to submission of Bid, to check the school district website for any issued Addenda.

Acknowledgement of receipt of addenda (if applicable):

_____Addendum No. 1
 (initial here)
 _____Addendum No. 2
 (initial here)

QUESTIONNAIRE

Service Dispatch Facility:

Firm _____ Name: _____

Address: _____

City/State/Zip: _____

Phone #: _____

Fax #: _____

Contact/Title: _____

Email: _____

Fencing Materials Stocking Facility: (Check if same as above)

Firm _____ Name: _____

Address: _____

City/State/Zip: _____

Phone #: _____

Fax #: _____

Contact/Title: _____

Email: _____

Designated Account Representative

Name: _____ Title: _____

Phone#: _____ Fax#: _____

Email: _____

Project Manager (Check if same as above)

Name: _____ Title: _____

Phone#: _____ Fax#: _____

Email: _____

Emergency Contact

Name: _____ Title: _____

Phone#: _____ Fax#: _____

Email: _____

Quotations

Send requests for price quotations to: Account Representative Project Manager

Other: _____

Purchase Orders

Send to attention of: Account Representative Other: _____

Business Operations

Does your firm have the ability and experience to perform all services as described herein? Yes No

Is it your firm's intent to subcontract any portion of specified services in this contract? Yes No

If yes, provide details as attachment to Bid response.

Are office staff available to receive calls during regular business hours? Yes No Hours: to

Does your firm currently possess all customary service trade equipment as necessary to perform services?

Yes No

Does your firm agree to perform work after normal operating hours, if necessary? Yes No

Exceptions: _____

Experience

Years in business under present name: _____

Years providing products/services within the State of Florida: _____ Dixie County: _____

Has your firm ever done business with the District? Yes No

Is your firm currently servicing other commercial accounts within Dixie County? Yes No

Does your firm currently have contracts with any school districts within State of Florida? Yes No

If yes, list primary school district contracts: _____

Personnel

Current number of qualified Fence Installers available under the contract? _____

Current number of qualified Helpers available under the contract? _____

By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations.

REFERENCES

Provide five (05) references from business/institutional accounts that your firm has provided commercial fencing services within the past two (02) years. A minimum two (02) references shall be for contract work within the limits of Dixie County. A minimum one (01) reference shall be for project work of \$10,000 or more.

1) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Date project completed: _____
Under current contract: Yes No Contract Amount: \$ _____
Description of services provided: _____

2) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Date project completed: _____
Under current contract: Yes No Contract Amount: \$ _____
Description of services provided: _____

3) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Date project completed: _____
Under current contract: Yes No Contract Amount: \$ _____
Description of services provided: _____

4) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Date project completed: _____
Under current contract: Yes No Contract Amount: \$ _____
Description of services provided: _____

5) Company/Organization name: _____
Address: _____ City/State/Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____ Date project completed: _____
Under current contract: Yes No Contract Amount: \$ _____
Description of services provided: _____

ATTACHMENT D SERVICE SITES

- 1) James M. Anderson Elementary School
815 SW Hwy 351
Cross City, FL 32628
- 2) Old Town Elementary School
221 SE 136 Ave
Old Town, FL 32680
- 3) Ruth Rains Middle School
981 SE Hwy 351
Cross City, FL 32628
- 4) Dixie County High School
17924 SE Hwy 19
Cross City, FL 32628
- 5) "Old DCHS"/Support Services/ISB
16077 SE Hwy 19
Cross City, FL 32628
- 6) Business Services
823 SE 349 Hwy
Old Town, FL 32680
- 7) Transportation
72 NE 223rd Ave
Cross City, FL 32680

WORK PROPOSAL
 (Submit as Attachment to Work Proposal)
IFB NO. 2021-02
FENCING SERVICES (DISTRICT-WIDE)



Work Location:		Ref. #	
Contractor:		Date:	
Submitted By:		Submitted To:	
Phone #:		Email:	

Description of Work:

Required Information – Contractor shall provide estimate below as basis of proposal in accordance with awarded contract.

Item #	Description	Qty	U/M	Unit Price	Extended Amount

Contractor hereby proposes to furnish labor, complete in accordance with referenced IFB and the above specifications, for the following amount:

<input type="checkbox"/> FIRM FIXED PRICE	Dollars \$ _____
Time for completion: The work shall be commence on: ___/___/___, and be completed by: ___/___/___	

Completion of Work: Contractor certifies that all work described herein has been inspected and found to be complete, in accordance with the contract. Payment in full is hereby requested.

Authorized Signature: _____ Date: ___/___/___

Release for Payment: DIXIE DISTRICT SCHOOLS has inspected the work described herein, found it to be complete in accordance with the contract, and hereby authorizes payment in full to the Contractor.

Authorized Signature: _____ Date: ___/___/___

Contractor: It is agreed and understood that all work performed shall comply strictly with the requirements of the above-referenced contract. Any alteration or deviation from above specifications involving extra costs shall be approved by the DIXIE DISTRICT SCHOOLS District Representative prior to commencement of work.

Authorized Signature: _____ Date: ___/___/___

Acceptance of Proposal by DIXIE DISTRICT SCHOOLS: The above prices, specifications and conditions are hereby accepted.

Reviewed by: _____

Authorized Signature: _____ Date: ___/___/___

PO

**Fencing Services
BID# 2021-02
Checklist**

Vendor Name: _____

Bidder Acknowledgement and Acceptance form.	YES	NO
Submittals Checklist Form.	YES	NO
Bidder statement of Principal place of Business.	YES	NO
Financial Statements/IRS tax return for Bidder Business	YES	NO
Certification regarding Debarment, Suspension, ineligibility and Voluntary Exclusion-Lower tier covered transactions.	YES	NO
Jessica Lunsford ACT-Bidder affirmation form.	YES	NO
Small/Minority Business Enterprise form.	YES	NO
Insurance Certification form.	YES	NO
Proof of E-Verify registration and numbers	YES	NO
Current Certification of Insurance.	YES	NO
Workers Compensation.	YES	NO
Attachment C-Form of Proposal and Bidder questionnaire.	YES	NO
References.	YES	NO
Vendor Form.	YES	NO
Vendor Certification.	YES	NO
W-9.	YES	NO

Date: _____

Signature: _____

Signature: _____

Signature: _____