



**CONTRACT**  
School District of Lee County  
Department of Procurement Services  
(239) 337-8180 Phone

Date: March 9, 2017  
CONTRACT No.: C177288LN  
CONTRACT Title: **WALKWAY COVERS**  
Contact: Lorie Nein, [LorieLN@leeschools.net](mailto:LorieLN@leeschools.net)

**SUBMITTAL CHECKLIST**

*For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.*

- |   |  |
|---|--|
| <input type="checkbox"/> Response Form (Attachment A)                                     | <input type="checkbox"/> Copy of current Lee, Collier or Charlotte County Local Business Tax receipt or Municipality Tax receipt |
| <input type="checkbox"/> Sample Task Response Form (Attachment A-1)                       | <input type="checkbox"/> Copy of current State contractor license  |
| <input type="checkbox"/> Insurance Requirements Form (Attachment B)                       | <b>(see specifications)</b>  |
| <input type="checkbox"/> Debarment Form (Attachment C)                                    | <input type="checkbox"/> Welders Certification   |
| <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment D)            | <input type="checkbox"/> Florida State Engineering License for Exterior design.  |
| <input type="checkbox"/> Public Entities Crime Form (Attachment E)                        | <input type="checkbox"/> Evidence of business operation for 3 years. (SunBiz webpage)  |
| <b><u>must be notarized</u></b>   | <input type="checkbox"/> Statement from Surety the Proposer is bondable in the minimum amount of \$200,000                       |
| <input type="checkbox"/> Guarantee/Compliance/Distance (Attachment F)                     | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies, and an electronic version on CD/DVD or flash drive    |
| <input type="checkbox"/> Corporate overview, experience, and key personnel (Attachment G) |  |

Business Name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Owner or Authorized Officer/Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Internet URL: \_\_\_\_\_

Signature of Owner or Authorized Officer/Agent: \_\_\_\_\_

*(Contract must be signed by an officer or employee having authority to legally bind the proposer)*

**Anti-Collusion Statement/Public Domain:** I, the proposer, have not divulged, discussed, or compared this contract with any other proposer and have not colluded with any other proposer in the preparation of this contract in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

**Contract Certification:** By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereto.

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**WALKWAY COVERS**  
**CONTRACT No. C177288LN**

**GENERAL CONDITIONS**

1. **Definitions:** The following words and phrases shall have these meaning:
  - a) "District" shall mean The School District of Lee County, Florida.
  - b) "Contractor" shall mean any person, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees who agrees to sign this contract.
2. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
3. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not enter into a contract to provide any goods or services to a public entity, may not enter into a contract with a public entity for the construction or repair of a public building or public work, may not enter into a contract for leases of real property to a public entity, may not enter into a contract to perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
4. **Specification Variances:** No variances from specifications, terms and/or conditions regardless of how slight will be accepted. If variations are not identified by the Contractor, it shall be assumed that the identified product or service fully complies with the specifications, terms and conditions herein.
5. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications this contract shall be in effect for three (3) year commencing upon Board approval or until new contract is issued. This contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original contract. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by The District. The Contractor agrees to these conditions by signing this contract.
6. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered in the contract, must be clearly indicated on each invoice.
7. **Brands:** No substitution of brands shall be permitted. Contractor shall be obligated to furnish the item(s) specified by detailed specifications. .
8. **Warranty/Guarantee:** All materials and/or services furnished under this contract shall be warranted by the Contractor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Contractor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Contractor. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from The District
9. **Notification of Agreement/Purchase Orders:** Upon Board approval of a contract, Contractor shall be notified in writing by the Department of Procurement Services. Contractors are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of contract is not to be construed as authorization to provide goods or services.
10. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
  - a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
  - b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.
11. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
  - a) The volatility is due to causes wholly beyond the Contractor's control
  - b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
  - c) The effect on pricing or availability of supply is substantial
  - d) The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship. The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period.
12. **Substitutions:** Should a particular product become unavailable due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Contractor may propose a substitute

product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also provide documentation as to the unavailability of the original product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

13. **Contractor Performance:** The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the contract. The Contractor shall at all times maintain good discipline and order while on District property. Contractor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Contractor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Contractor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Contractor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Contractor's employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Contractor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Contractor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- l) Contractor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Contractor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Contractor within five (5) business days of written demand for same from The District.
- n) Contractor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Contractor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Contractor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
2. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
3. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
5. All debris shall be removed to an environmentally approved landfill or recycling center.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.**

14. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
15. **Worker's Compensation:** Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Contractor shall require subcontractors similarly to provide Workers' Compensation Insurance.
16. **Cancellation/Termination:** In the event any of the provisions of the contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Contractor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
  - a) Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
  - b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
  - c) Contractor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
  - d) Contractor has been engaging in business operations in Cuba or Syria.

17. **Default:** In the event that the Contractor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
18. **Liability:** Where Contractors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a contract, the Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Attachment C, Insurance Requirements form for District insurance requirements.
19. **Indemnity:** This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Contractor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Contractor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.
20. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
21. **Occupational Safety Hazards Act Requirements:** The Contractor certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Contractor further certifies that if he or she is the Contractor and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Contractor.
22. **Ethics:** All Contractors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
23. **Confidentiality:** Contractors shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
24. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts issued by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item represented by this contract if it is in its best interest to do so.
25. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Contractor will provide

two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.

- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
  - b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
  - c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
  - d) All invoices are to clearly show the District's name and delivery location. Such as "Allen Park Elementary School Cafeteria."
26. **Liquidated Damages Recovery:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On any occasion where the Contractor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Contractor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Contractor.
27. **Contact Information:** The Contractor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Contractor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
28. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
  - b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the District.
  - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District
29. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. Contractor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify The District within 48 hours of such.
- a) The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph of the Florida Statutes.
  - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Contractors to be fingerprinted in every District in which they provide services.
  - c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
  - d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Contractor.
30. **Contractor Process for Fingerprinting:** Upon Board approval of this contract, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.465. **COST:** \$87.50 / Fingerprint (Price includes fingerprints, 5 year retention fee, badge, and processing fees). Contractors who will never be present on a school

district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for contractors with the School District of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

**THERE WILL BE NO EXCEPTIONS TO THIS PROCESS**

**DETAILED SPECIFICATIONS**  
**WALKWAY COVERS**  
**CONTRACT No. C177288LN**

1. **Overview:** Service to be performed under this contract shall be the furnishing and installation of extruded aluminum walkway covers and entry canopies; and/or canvas walkway covers and entry canopies, as may be required at various locations throughout the District. Services shall include the preparation of all required drawings by a Florida registered design professional in compliance with Florida laws, rules, building and life safety codes.

The District anticipates awarding one or more contracts to one or more Proposers, at the District's sole discretion, for a period of performance of three (3) years plus options for three (3) additional one (1) year periods. Post award, project work will be distributed at the discretion of the District.

- Proposers may bid on one or both of the following types of walkway cover related services:
  - a. Aluminum Walkway Covers and Entry Canopies.
  - b. Canvas Walkway Covers and Entry Canopies.
- Proposers are required to submit with the contract a statement from a Surety that the Proposer is bondable in the minimum amount of \$200,000.00.
- When service is required, the District will request by phone a cost estimate. Contractors are required to return the phone call acknowledging the request for an estimate within 1 business day, and provide the estimate within four (4) business days of the call or site visit (if a site visit is requested).

School District Locations are provided in Exhibit 1, School District of Lee County Locations.

2. **Minimum Qualifications:** The following requirements are necessary for contracts to be considered for evaluation.
1. Proposers shall possess a current Lee, Collier, or Charlotte County Local Business Tax receipt or Municipality tax receipt prior to the contract due date, and shall provide a copy with the contract.
  2. Proposer shall hold a current State Contractor's license. A copy of the license shall be submitted with the contract.
  3. Proposer shall hold a Welder's certification by at least one current employee. A copy of the certification shall be submitted with the contract.
  4. Proposer shall hold a Florida State Engineering License for Exterior Design by at least one current employee. A copy shall be submitted with the contract.
  5. Proposer must have been in operation under submitted name and ownership for a minimum of three (3) years as evidenced by SunBiz.
3. **Project Manager Requirements:** The District requires Proposers to designate a Project Manager who will be the primary point of contact and will manage the project with the District.
4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The Proposer agrees to this condition by signing the contract.
5. **Orders:** The awarded Proposer(s), hereinafter Contractor(s) will be notified when individual projects are required. A quote for each project will be requested and reviewed for award, at the discretion of the District. The District may request a site visit prior to receiving quotes. There is no guarantee of the number or size of projects that may be required under this bid. The covers/canopies will be ordered on an as needed basis and may consist of multiple orders and purchase order numbers. All orders will be placed directly to the awarded Contractor by the District's Maintenance Services Department via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. By mutual agreement of the parties, a time limit for completion shall be determined for each job based on the extent of work to be performed. In the event of an emergency



where the awarded Contractor cannot complete the work in the time frame required, the District reserves the right to employ another Contractor without breaching this contract.

6. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
7. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by the District in advance, and upon completion of successful price negotiations between the District and the Contractor.
8. **Guarantee/Warranty:** All Contractors must state guarantee/warranty policy on items purchased under this contract. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be removed and returned at no cost to the District and must be replaced within 72 hours from time of notice of unacceptability, with an acceptable product. Consistent delivery of unacceptable product will result in immediate termination of this contract. Contractors shall submit their guarantee/warranty policy with their bid.
  - a. Contractor shall warrant the entire installation against defects in labor and materials for a period of one (1) year commencing upon acceptance by the District.
  - b. Intention of this warranty is the Contractor will come onto the jobsite and perform all work necessary to effect corrections of any deficiencies.
  - c. Prima Facie Evidence of defects in labor and material may include but is not limited to, one or more of the following:
    1. Moisture leaks
    2. Metal failure including excessive deflection
    3. Fastener failure
    4. Finish failure
9. **Qualifications:** Contracts will be considered only from Contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The contractor must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.
10. **Bonding Requirements:** Within seven (7) business days following School Board approval of the CONTRACT, each successful Proposer, hereinafter Contractor, shall furnish the District a PUBLIC PAYMENT AND PERFORMANCE BOND that has been **recorded in the Public Records of Lee County, Florida** in the minimum amount of \$200,000 or the amount of the award, for the category of work to be performed, as specified by the District. If the award is made to multiple Contractors, the bond for each Contractor shall be in a minimum amount of \$200,000 and the Contractor may be required to provide the bond in a greater amount or to increase the amount of the bond during the contract term, at the discretion of the District and based on distribution of projects to awarded Contractors. The amount of the bond shall always be no less than the contract price for work to be done by the Contractor for all work over \$200,000. The bond shall be issued by a surety which is satisfactory to the District, has fulfilled any previous obligations to the District and is licensed to do business in the state of Florida. The estimated value for the contract resulting from this solicitation is \$850,000.00.

If within seven (7) business days following School Board approval of the CONTRACT, Contractor refuses or otherwise fails to furnish the required, recorded Public Payment and Performance Bond, or fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Notice of Intent and/or Award to the non-compliant Contractor.

11. **Submittal:** In order to maintain comparability and facilitate the review process, it is required that contracts be organized in the manner specified below. Include all information requested herein with your submittal. All responses to the CONTRACT shall be submitted in an 8 ½" x 11", edge-bound format. Include one (1) original, manually signed contract, six (6) copies, and an electronic version on CD/DVD or flash drive identical to the original. **Failure to comply with submittal requirements may be grounds for rejection.**

11.1 **Title Page:** Include CONTRACT number, subject, the name of the proposer, address, telephone number and the date.

11.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

11.3 **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:

- a. Names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers.
- b. Indicate if Proposer is offering services for one or both of the following services:
  - Aluminum Walkway Covers and Entry Canopies.
  - Canvas Walkway Covers and Entry Canopies.
- c. Include a copy of Proposer's current Lee, Charlotte, or Collier County business tax receipt or municipality receipt.
- d. Proposers shall possess a current State of Florida Contractors License and provide a copy with the contract.
- e. Proposers are to submit copies of Welders Certificates, Florida State Engineering for Exterior design, and/or all relevant licenses.
- f. Include evidence of conducting business for at least three (3) years. Submit with the contract a copy of Contractor's business license or copy of SunBiz webpage illustrating compliance with this criteria.
- g. Include a statement from a Surety that the Proposer is bondable in the minimum amount of \$200,000.00. Note: Prior to performing projects, awardees shall submit a public payment and performance bond, recorded in the public records of Lee County Florida, in the amount of \$200,000.00 or a higher amount as specified by the District.
- h. Include an electronic copy of the contract, identical to the original on a flash drive. Attachment A shall be in usable Excel Format (not locked).
- i. Indicate any and all variances from the CONTRACT specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the CONTRACT.

11.4 **Required Submittal Checklist:** Proposer shall complete and submit the Required Submittal Checklist coversheet, page 1 of the CONTRACT, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause contract to be rejected.

11.5 **Attachment A-1: Response Form (Pricing):** Submit proposed hourly labor rates and material costs. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that contractors will be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.

11.6 **Attachment A-2: Sample Tasks:** Describe in detail the Proposer's approach to supporting the District for Sample Task 1 and Sample Task 2. Include a description of the preparation activities, and detailed drawings for each sample task. It is anticipated that the Proposer's response is reflective of how projects will be supported, and priced, if the Proposer were to receive a contract award.

#### 13.6.1 SAMPLE TASK 1: ALUMINUM WALKWAY COVER

DESCRIPTION OF ITEM	QUANTITY
Free standing Aluminum Walkway Cover Structural Column and Beam Assemblies 50' long Section 10' wide with fascia based on aluminum truss members not connecting to an existing walkway.	
Item 1 – Aluminum Walkway Cover Structural Column and Beam Assemblies	12 each
Item 2 – Aluminum Roof Deck Sections, including all fasteners	960 SQ
Item 3 – Aluminum Fascia for all Exposed Edges, including all fasteners	240 LF
Item 4 – Concrete Footings, including all anchor bolts	24 each

Based on Aluminum Walkway Specifications included in this bid.

#### SUBMITTALS

- a. Project Drawings: Submit detailed drawings, including partial site plan, layout of walkway cover system, bent locations (identify drain columns and wet bents), all mechanical joint locations with complete details, connections, jointing and accessories. Include details of concrete footings and bent anchorage.
- b. Product Data: Submit manufacturer's product data, specifications, component performance data and installation instructions.

**13.6.2 SAMPLE TASK 2: CANVAS WALKWAY COVER**

DESCRIPTION OF ITEM	QUANTITY
Canvas Walkway Cover Structural Column and Beam Assemblies (four required) 45' long Section 8' wide with fascia based on aluminum truss members not connecting to an existing walkway.	
Item 1 – Canvas Roof Deck Sections, including all fasteners	360 SQ
Item 2 – Concrete Footings 30" deep with 12" round bolt, including all fasteners	8 each
Item 3 – Rear Entry Canopy Cover with a 5' x 5' slope	1 each

Based on Canopy Specifications included in this bid.

**SUBMITTALS**

- a. Project Drawings: Submit detailed drawings, including partial site plan, layout of walkway cover system, bent locations (identify drain columns and wet bents), all mechanical joint locations with complete details, connections, jointing and accessories. Include details of concrete footings and bent anchorage.
- b. Product Data: Submit manufacturer's product data, specifications, component performance data and installation instructions.

- 11.7 **Attachment C - Insurance Requirements Form:** Proposer shall respond to the District insurance requirements.
- 11.8 **Attachment D - Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your contract to be considered.
- 11.9 **Attachment E – Debarment Form:** Proposers shall complete the certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions, certifying they have not been debarred or suspended, and confirming they will notify the District should they become disbarred or suspended.
- 11.10 **Attachment F – Drug Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Drug Free Workplace Form must be signed and returned.
- 11.11 **Attachment G – Public Entity Crime Form:** Proposer shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**
- 11.12 **Attachment H – Guarantee/ Compliance/ Distance:** Proposer shall complete the form with all required information and all signatures as specified.
- 11.13 **Attachment I – Corporate Overview, Experience, and Project Manager:** Proposer shall complete the form with all required information.
  - A. **Corporate Overview:** Provide the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior management and other professional staff employed at that office. Indicate the number of years the business has been in operation.

Disclose under what other or former name(s) the Proposer is currently operating or has operated.

Provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

- B. **Experience and Qualifications:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the CONTRACT.
- C. **Project Manager:** Proposer shall identify a Project Manager who shall be assigned to the District. Describe the experience of the individual that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products.

## 12. **GENERAL REQUIREMENTS (FOR ALL WORK)**

### 12.1 **Fabrication**

- a. Comply with indicated profiles, dimensioned requirements and structural requirements.
- b. Use sections true to details with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture, free from defects impairing strength and durability.
- c. All welding to be done by heli-arc process.
- d. Bents shall consist of shop welded one piece units. When size of bents do not permit shipment as a welded unit, concealed mechanical joints may be used.
- e. Mechanical joints shall consist of shop stainless steel bolts with a minimum of two (2) bolts per fastening. Bolts and nuts shall be installed in a concealed manner utilizing ½" thick by 1 ½' aluminum bolt bars welded to structural members. All such mechanical joints must be detailed on shop drawings showing all locations.
- f. Roof Deck: Extruded Aluminum shapes, interlocking self-flashing sections. Shop fabricate to lengths and panels widths required for field assembly. Depth of sections to comply with structural requirements. Provide shop induced camber in deck units with spans greater than 16'-0" to offset dead load deflections. Welded dams are to be used at non-draining ends of deck.
- g. Expansion joints, design structure for thermal expansion and contraction. Provide expansion joints as required.
- h. Exposed rivets used to fasten bottom of fascia to deck to have finish to match fascia.
- i. Apply a shop applied dip-coat of clear acrylic enamel to each column end terminating in concrete to insulate from electrolytic reaction. Column ends shall be pierced to "key" grout to bent for maximum uplift protection.

12.2 **Execution** Deliver, store and handle covered walkway system components as recommended by manufacturer. Handle and store in a manner to avoid deforming members and avoid excessive stresses.

### 12.3 **Examination**

- a. Examine adjacent work for conditions that would prevent quality installation of system.
- b. Do not proceed until defects are corrected.

### 12.4 **Field Dimensions**

- a. Contractor shall field confirm bent locations, dimensions and elevations shown on shop drawings prior to fabrication.
- b. Column Sleeves (Styrofoam blockouts) shall be furnished by walkway cover manufacturer and placed by Contractor.

### 12.5 **Installation**

- a. Set roof support frames (bents) into pockets provided in top of footings; set to required elevations, align, plumb and level; and grout in place with 2,000 p.s.i. Portland cement grout. Assure that grout fills all voids and "keys"

- to columns. Fill downspout units with grout to bottom of discharge level. Install aluminum deflectors after grouting. Follow manufacturer's instructions. Match to finish and elevation of adjacent sidewalks.
- b. Install roof deck sections, accessories and related flashing in accordance with manufacturer's instructions. Provide roof slope for rain drainage without ponding water. Align and anchor roof deck units to structural support frames.
  - c. Assemble all components in a neat, workmanlike manner.

## 12.6 Flashing

Flashing is required between covered walkway system and adjoining structures.

## 12.7 Cleaning and Protection

- a. Damaged Units: Remove and replace roof deck panels and other components of the work which have been damaged or have deteriorated beyond successful minor repair.
- b. Cleaning: Remove protective coverings at time in project construction sequence which will afford greatest protection of work. Clean finished surfaces as recommended by manufacturer. Maintain in a clean condition during construction.
- c. Protection: Advise District of protection and surveillance procedures, as required to ensure that work of this section will be without damage or deterioration at time of substantial completion.

## 12.8 Reinforced Concrete Design

All reinforcing steel shall be minimum grade 40 and identified in accordance with ASTM A615, A616, or A617. Splice lengths shall be a minimum of 25" for No. 5 reinforcing bars. Reinforcement may be bent in the shop or in the field, and the diameter of the bend, measured on the inside of the bend, shall not be less than six bar diameters. All concrete shall achieve 3000 p.s.i. compressive strength at 28 days unless otherwise noted on drawings.

## 12.9 Concrete Formwork

- a. The Contractor is responsible for furnishing, erecting, and maintaining formwork to support loads and to achieve dimensioned and surface correctness specified as well as for removal of formwork to insure safety of the structure.
- b. The Contractor shall comply with the latest edition of the following codes and standards, except as otherwise specified:
  1. American Concrete Institute:
  2. ACI 347 Recommended Practices for Concrete Formwork
  3. American Plywood Association:
  4. APA Form V345 Plywood for Concrete Forming
  5. U.S. Product Standard:
  6. PS 1-83 Construction & Industrial Plywood
  7. PS 20 American Softwood Lumber Standard
- c. Design Criteria
  1. General: Conform to ACI 347, Chapter 2- Design.
  2. Plywood: Conform to tables for form design in APA Form V345, including strength.
  3. Allowable Tolerances: Conform to ACI 347, 3.3

## 12.10 Materials

- a. Lumber/Wood items must conform with ACI 347, Chapter 4.
  1. Softwood Framing Lumber: Kiln dried, PS 20 Grade marked by grading rules Agency approved by American Lumber Standards Committee. Hanger Inserts: Malleable iron, integral loop at back, threaded or slotted as suited for attachment of hanger type required.
  2. Boards for Basic Forms: Construction Standard Grade.

3. Plywood: Exterior grade softwood plywood, PS1. Each panel stamped or branded indicating veneer grade, species, type and identification.
4. B-B Plyform: Class II APA, mill-oiled and edge sealed, except use Class I HDO Plyform where rubbed finish is indicated.

### 12.11 Accessories

- a. Internal Liners
  1. Type: Plywood
  2. Surface Texture: Brushed.  
Materials to form drips, reveals, rustication strips, or weep holes:
  3. Corner Formers (chambers): PVC or rubber with ½ inch radius to produce uniform smooth external corners and tight edge joint.
  
- b. Form Ties: Factory fabricated, removable or snap-off metal ties of design that will not allow form deflection and will not spill concrete upon removal. Provide solid backing for each tie. Fit ties with devices that will leave holes in the concrete surface not less than 3/8 inch diameter and of the depth not less than 1 inch. The portion of the tie remaining in the concrete after removal of the exterior parts shall be at least 1 ½ inch back from any surface of the concrete. Coat bolts and rods that are to be completely withdrawn with a non-staining bond breaker.
  
- c. Form Coating: Shall not stain or soften concrete, shall serve as parting compound or chemical releasing agent to prevent sticking of concrete to forms, and shall act as sealer or protective coating for form.
  1. DUOGARD BY W.R. MEADOWS, INC.  
MANUFACTURER'S PRODUCT DATA  
MANUFACTURER'S CATALOG # 310, 1981
  2. EUCOSLIP BY EUCLID CHEMICAL COMPANY  
MANUFACTURER'S PRODUCT DATA  
MANUFACTURER'S CATALOG 1978
  3. CAST-OFF BY SONNEBORNE- CONTECH  
MANUFACTURER'S PRODUCT DATA  
MANUFACTURER'S FORM SC-227 10M 4/77MP  
OR APPROVED EQUAL

### 12.12 Flashing and Anchorage Items

Items for anchoring nailers, bumpers, miscellaneous mechanical and electrical items to concrete shall be:

1. Hanger Inserts: Malleable iron, integral loop at back, threaded or slotted as suited for attachment of hanger type required.
2. Shelf Angle Inserts: Malleable iron, with integral loop at back and slotted for wedge head bolt of size and location indicated on the drawings, complete with bolts, nuts and washers.
3. Gang Inserts: Continuous slotted inserts for horizontal or vertical bolting with minimum thickness of 3/16 inch and anchors at 6 inch intervals on each side.
4. Anchor Bolts: For nailer or similar wood items: bent or square headed bolts of size and length indicated with washers and square or hexagonal nuts, in accord with ASTM A307.
5. Expansion Joint Filler: Not less than ½ inch thick, full depth of slab and in accord with ASTM D1751.
6. Waterstops: Polyvinyl- chloride: Unless otherwise noted, 4" x 3/16" ribbed type.

### 12.13 Form Construction

- a. Except as noted otherwise, conform to ACI 347, Chapter 3, Construction.
- b. Framing, Bracing and plywood Form Liners: APA Form V345.
- c. Provide temporary openings in framework for concrete placement.

- d. Construct forms to shape, line grades and dimensions indicated.
- e. Earth Forms: Footing sides may be earth if soil permits; otherwise, use wood forms.
- f. Rest posts and shores supporting forms on wedges which may be adjusted and removed without producing stress in concrete.
- g. Build bulkheads with keys in walls, footings, beams and slabs where necessary to stop placing of concrete.
- h. Submit locations of construction joints not indicated on drawings to Architect for review before placing concrete. In all cases, construction joints shall occur at sections of minimum shear.
- i. Box out for slots, chases, recesses, or other openings indicated on the drawings and for the work by any other trades. Box out for temporary openings and build forms to seal same.
- j. Clean form surfaces of dirt, debris and foreign matter before use.

#### **12.14 Form Coating**

Before placing reinforcement, cover faces of forms in contact with concrete with form coating specified in accordance with manufacturer's instructions.

#### **12.15 Form Readjustment**

During and immediately after placing concrete in forms, tighten posts and shores and readjust to maintain grades and levels.

#### **12.16 Miscellaneous Built-in items**

Unless indicated otherwise, place expansion joint filler where slabs supported on earth abut wall, columns, curbs or other vertical surfaces. Unless otherwise shown, provide ½ inch thick expansion joint material to previously placed material and to surface to receive fresh concrete.

#### **12.17 Removal of Forms**

- a. General: Under ordinary weather conditions, wall forms may be removed in two days providing concrete is not injured by so doing, and curing is continued in accord with Concrete section.
- b. Cleanup: Remove temporary forms from site after completion of concrete work. Under no circumstances shall wood be buried in fill or left in contact with earth.

#### **12.18 Reuse of Forms**

- a. Clean and repair surfaces of forms that are to be reused.
- b. Split, frayed, delaminated, patched or otherwise damaged form facing material will not be acceptable.
- c. Apply new form coating to contact form surfaces as specified herein.

### **13. ALUMINUM COVER SPECIFICATIONS - GENERAL DESCRIPTION OF WORK**

Aluminum walkway or cover shall be made entirely of aluminum extrusions. Structural framing shall consist of heli-arc welded one-piece rigid structural bents (column and beam assemblies), decking, fascia, accessory items and hardware to provide a complete system.

Internal Drainage: Water flow shall be directed and drain from deck into designated beams and down columns, for discharge at ground level through weep holes. Drain openings shall be grouted to prevent standing water.

#### **16.1. Components**

- a. Columns: Shall be radius-cornered tubular extrusions required for maximum drainage and wind-loading.
- b. Beams: All drainage beams shall be open-top tubular extrusions
- c. Fascia: Side fascia and the end fascia shall be of 6 ¼ "x .70" minimum

**16.2. Dimensions**

- a. Contractor shall field-verify all bent locations, dimensions and elevations, as shown on shop drawings, prior to fabrication.

**16.3. Quality assurance**

- a. Codes and Standards: Comply with provisions of the following except as otherwise indicated:
  - 1. Florida Building Code, 2010 or newer with amendments, if any.
  - 2. AWS (American Welding Society) standards for structural aluminum welding.
- b. Manufacturer: Obtain aluminum covered walkway system from only one (1) manufacturer, although several may be indicated as offering products complying with requirements.
- c. Installer Qualification: Contractor shall not have less than three (3) years experience in installation of aluminum walkway covers of the type, quantity and installation method similar to the work of this section.
- d. Field Measurements: Take field measurements prior to the preparation of shop drawings and fabrication where possible, to insure proper fitting of work. However, allow for adjustments within specified tolerations wherever taking of field measurements before fabrication might delay work.
- e. Shop Assembly: Preassemble units in shop to greatest extent possible and disassemble as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- f. Coordination: Coordinate work of this section with work of other sections which interface with covered walkway system (sidewalks, curbs, building fascias, etc)

**16.4. Performance Requirements**

- a. System Performance: Provide aluminum covered walkway system that has been designed, produced, fabricated and installed to withstand normal temperature changes as well as live loading, dead loading and wind loading in compliance with Standard Building Code requirements for geographic area in which work is located and as follows:
  - 1. Live Load: 30 p.s.f. minimum
  - 2. Structural design for wind forces: Comply with ANSI A58.1-1982
  - 3. Design Wind Velocity: 160 m.p.h. or current (FBC three-second gust)
  - 4. Stability Criteria: Florida Building Code, Section 1604.
- b. Sizes listed in specifications are to be considered minimum.
- c. Structure shall be capable of sustaining severe icing, hail, hurricane force winds and supporting a concentrated load such as being walked upon.

**16.5. Acceptable Manufacturers**

- a. Ditt-Deck Extruded Aluminum Walkway Cover System by Dittmer
- b. Eastern Metal Supply, Inc.
- c. Metals USA Inc./ Royal Aluminum
- d. Perfection Architectural Systems, Inc.



- e. Equivalent systems by other manufacturers may be considered by submitting documentation demonstrating the products meet or exceed the quality of the above listed manufacturer products. Additional manufacturers will be approved at the sole discretion of the District.

**16.6. Materials**

- a. All aluminum extrusions shall be alloy 6063 heat treated to a T-6 temper.
- b. Standard finish for all components shall be satin anodize 204-R1 meeting Aluminum Association Specification AA-M-10C-22A-21.

**16.7. Fasteners**

- a. Deck Screws (rivets not permitted): Type 18-8 non-magnetic stainless steel sealed with a neoprene "O" ring beneath 5/8" outside dimension, conical washer.
- b. Fascia Rivets: Size 3/16" by 1/2" grip range aluminum rivets with aluminum mandrel.
- c. Bolts: All bolts, nuts and washers to be 18-8 non-magnetic stainless steel.
- d. Tek Screws: not permitted

**17. CANVAS CANOPY SPECIFICATIONS - GENERAL DESCRIPTION OF WORK**

- 17.1. All material to be .125 thickness aluminum alloy 6063-T5
- 17.2. All joints and connections to be aluminum welded except attachment of roof framing to columns.
- 17.3. All material to be .125 thickness aluminum.
- 17.4. Use type "A" base where concrete walkway is available for footer.
- 17.5. Use type "B" base where concrete walkway is not available and a footer must be dug and filled
- 17.6. Awning material will be "coast plus", a fiberglass reinforced vinyl by weblon. ASTM E84-95 with a flame spread rating of Class A or 10, install and caulk preformed riglet at connection to existing structures to prevent dripping.
- 17.7. Concrete shall be 3000 lb. mix.
- 17.8. Submit shop drawing of connections for approval prior to construction.
- 17.9. Wind zone is 160 mph or meet current Florida Code Requirements, however the wind uplift used is 25 lb. per square foot max because fabric used will tear, fail or rupture at 25lb. or less.
- 17.10. Canopies shall not be attached to the existing sidewalks.
- 17.11. Contractor shall include with their bid the availability of colors.

**EXHIBIT 1 - SCHOOL DISTRICT OF LEE COUNTY LOCATIONS**

Adult and Career Education 2855 Colonial Blvd Fort Myers, FL 33966	Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901	Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917
Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135	Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135	Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905
Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990	Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990	Cape Coral High 2300 Santa Barbra Blvd Cape Coral, FL 33991
Cape Coral Technical College 360 Santa Barbara Blvd. Cape Coral, FL 33993	Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904	Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991
Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916	Cypress Lake High 6750 Panther Lane Fort Myers, FL 33919	Cypress Lake Middle 8901 Cypress Lake Drive Fort Myers, FL 33919
Diplomat Elementary 1115 N.E. 16th Terrace Cape Coral, FL 33909	Diplomat Middle 1039 N.E. 16th Terrace Cape Coral, FL 33909	Dr. Carrie D. Robinson Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903
Dunbar Community School 1857 High Street Fort Myers, FL 33916	Dunbar High 3800 E. Edison Avenue Fort Myers, FL 33916	Early Childhood Learning Services 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916
East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974	Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916	Edison Park Creative and Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901
Estero High 21900 River Ranch Road Estero, 33928	Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931	Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901
Fort Myers Technical College 3800 Michigan Avenue Fort Myers, FL 33916	Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901	Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916
G. Weaver Hipps Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936	Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913	Gulf Elementary 3400 S.W. 17th Place Cape Coral, FL 33914
Gulf Middle 1809 S.W. 36th Terrace Cape Coral, FL 33614	Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903	Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971
Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971	Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993	Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908
Ida S. Baker High 3500 Agualinda Blvd Cape Coral, FL 33914	Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33909	J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903

James Stephens Int'l Academy 1333 Marsh Avenue Fort Myers, FL 33905	Lehigh Acres Middle 104 Arthur Ave Lehigh Acres, FL 33936	Lehigh Elementary 200 Schoolside Drive Lehigh Acres, FL 33936
Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971	Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908	Manatee Elementary 5301 Tice Street Fort Myers, FL 33905
Mariner High 701 Chiquita Blvd Cape Coral, FL 33993	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993	Mirror Lakes Elementary 525 Charwood Avenue S. Lehigh Acres, FL 33936
North Fort Myers Academy for the Arts 1856 Arts Way N. Ft. Myers, FL 33917	North Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903	Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905
Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905	Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901	Patriot Elementary 711 S.W. 18th Street Cape Coral, FL 33991
Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966	Pelican Elementary 3525 S.W. 3 <sup>rd</sup> Ave. Cape Coral, FL 33914	Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922
Pinewoods Elementary 11900 Stoneybrook Golf Drive Estero, FL 33928	Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912	Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908
Riverdale High 2600 Buckingham Road Fort Myers, FL 33905	River Hall Elementary 2800 River Hall Parkway Alva, FL 33920	Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916
San Carlos Park Elementary 17282 Lee Road Fort Myers, 33967	Skyline Elementary 620 S.W. 19th Street Cape Coral, FL 33991	South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912
Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135	Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971	Support Services Annex 3308 Canal Street Fort Myers, FL 33916
Tanglewood Elementary 1620 Manchester Blvd Fort Myers, FL 33919	The Alva School 17500 Church Avenue Alva, FL 33920	The Sanibel School 3840 Sanibel-Captiva Road Sanibel, FL 33957
Three Oaks Elementary 19600 Cypress View Drive Fort Myers, FL 33967	Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912	Tice Elementary 4524 Tice Street Fort Myers, FL 33905
Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971	Trafalgar Elementary 1850 S.W. 20th Avenue Cape Coral, FL 33991	Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991
Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913	Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903	Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971
Veterans Park Academy for the Arts 49 Homestead Road S. Lehigh Acres, FL 33936	Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907	Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966
District Warehouse Operations 3308 Canal Street	Vince Smith Center 2450 Prince Street	Lee Adolescent Mothers Program (LAMP)

Fort Myers, FL 33916-6594	Fort Myers, FL 33916	3650 Michigan Ave. Suite 2 Fort Myers, FL 33916
Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207 Lehigh Acres, FL 33936	SW Florida Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905	Transportation Central 3234 Canal Street Fort Myers, FL 33916
Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912
Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909	PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931
SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906	Success Academy 3650 Michigan Avenue Fort Myers, FL 33916	

**ATTACHMENT A-1 - RESPONSE FORM**

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
DEPARTMENT OF PROCURMENT SERVICES  
CONTRACT No. C177288LN  
WALKWAY COVERS**

DATE SUBMITTED: \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_

TO: The School District of Lee County Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

ITEM #	ITEM DESCRIPTION		
<b>ITEM NO.</b>	<b>ALUMINUM COVER</b>	<b>UOM</b>	<b>COST</b>
<b>1.a.</b>	Aluminum Walkway Cover Structural Column and Beam Assemblies	per square foot	
<b>1.b.</b>	Removal of Aluminum Walkway	per hour	
<b>2.a.</b>	Aluminum Roof Deck Sections	per square foot	
<b>3.</b>	Aluminum Fascia for All Exposed Edges	per linear foot	
<b>4.</b>	Concrete Footings	per square foot	
<b>ITEM NO.</b>	<b>CANVAS COVER</b>	EA	
<b>5.</b>	Canvas Walkway Canopy	per square foot	
<b>6.</b>	Canvas Entry Canopies (5'x5' as specified)	per canopy	
<b>7.</b>	Removal of Walkway Canopy	per hour	
<b>8.</b>	Reinstallation of Walkway Canopies and Entry Canopies Walkway Canopies	per square foot	
<b>9.</b>	Entry Canopy	per square foot	
<b>10.</b>	Concrete Footings	per square foot	
	<b>OTHER WORK AS NEEDED</b>	EA	
<b>11.</b>	Labor- Flat Hourly Rate	Hourly	
<b>12.</b>	Materials-Percentage (%) Markup over Cost not to exceed 5%	%	

Printed Name: \_\_\_\_\_

Signature of authorized contractor representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A-2 – SAMPLE TASK RESPONSE FORM**

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
DEPARTMENT OF PROCURMENT SERVICES  
CONTRACT No. C177288LN  
WALKWAY COVERS**

DATE SUBMITTED: \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_

TO: The School District of Lee County Fort Myers, Florida

Describe in detail the Proposer’s approach to supporting the District for Sample Task 1 and Sample Task 2. Include a description of the preparation activities, and detailed drawings for each sample task. It is anticipated that the Proposer’s response is reflective of how projects will be supported, and priced, if the Proposer were to receive a contract award.

ITEM #	ITEM DESCRIPTION	UOM	COST
<b>SAMPLE TASK 13.8.1.</b>	<b>ALUMINUM WALKWAY COVER</b> Free standing Aluminum Walkway Cover Structural Column and Beam Assemblies. 50’ long Section 10’ wide with fascia based on aluminum truss members not connecting to an existing walkway.		
1.	Aluminum Walkway Cover Structural Column and Beam Assemblies, quantity 12	each	
2.	Aluminum Roof Deck Sections, including all fasteners, 960 square feet.	per square foot	
3.	Aluminum Fascia for All Exposed Edges, including all fasteners 240 linear feet.	per linear foot	
4.	Concrete Footings, including all anchor bolts, quantity 24	each	
<b>SAMPLE TASK 13.8.2.</b>	<b>CANVAS WALKWAY COVER</b> Canvas Walkway Cover Structural Column and Beam Assemblies (four required) 45’ long Section 8’ wide with fascia based on aluminum truss members not connecting to an existing walkway.		
1.	Canvas Roof Deck Sections, including all fasteners. 360 square feet	per square foot	
2.	Concrete Footings 30” deep with 12” round bolt, including all fasteners, quantity 8	each	
3.	Rear Entry Canopy Cover with a 5’ x 5’ slope, quantity 1	each	

**Detail of approach to Sample Task 1:**

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**Detail of approach to Sample Task 2:**

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Printed Name: \_\_\_\_\_

Signature of authorized contractor representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B - INSURANCE REQUIREMENTS FORM**

**The School Board of Lee County Florida  
Insurance Requirements**

<b>INSURANCE TYPE</b>	<b>REQUIRED LIMITS</b>	
<u> X </u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u> X </u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form.	<u>\$1,000,000.00</u>	Bodily Injury & Property Damage Single Limit Per Occurrence
<u> X </u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u> X </u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u> X </u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk	\$ -0-	



**The School Board of Lee County Florida Insurance Requirements**  
(Continued)

- X 6. Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.
  
- X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability.
  
- X 8. The School Board of Lee County shall be named as the Certificate Holder.

**NOTE: The “Certificate Holder” should read as follows:**

**The School Board of Lee County, Florida  
Attn: Procurement Services  
2855 Colonial Boulevard  
Fort Myers, Florida 33966**

- X 9. **Thirty (30) Days Cancellation Notice is required.**
  
- X 10. **The Certificate must state the Bid Number and Title.**

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CONTRACTOR’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability. The School Board of Lee County desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

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Contractor Name

Contractor Title

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Signature of Contractor

## ATTACHMENT C – DEBARMENT FORM

### 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 85.110.

#### Instructions for Certification

1. By signing and submitting this contract, 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 contract 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," "contract," 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 contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract 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 contract that it will include the clause titled 6. 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 No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Authorized Officer \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT E - PUBLIC ENTITY CRIMES FORM**

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for \_\_\_\_\_.
  
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.
  
3. My name is \_\_\_\_\_ and my relationship to \_\_\_\_\_ (entity name above) is \_\_\_\_\_.
  
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which CONTRACT’s or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification \_\_\_\_\_, and affixed his/her signature in

the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Form PUR 7068 (Rev. 11/89)

**ATTACHMENT F – GUARANTEE / COMPLIANCE / DISTANCE TO SITE**

**A. Guarantee/Warranty for Labor and Material**

\_\_\_\_\_ warranties that all products and services will be free from defect for one  
(Organization Name)  
(1) year from date of completion. Any manufacturer warranty extending past one (1) year will be transferred/forwarded to the District.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

**B. Statement of Compliance with District Requested Response Time**

\_\_\_\_\_, will comply with the requested response time per Lee County District  
(Organization Name)  
CONTRACT # C177288LN – Walkway Covers.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

**C. Distance to Site**

\_\_\_\_\_, confirms that their business is located within 150 miles of 3308 Canal Street,  
(Organization Name)  
Fort Myers, FL 33916. The business office location from which this CONTRACT will be supported is: \_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

**ATTACHMENT G**

**CORPORATE OVERVIEW, COMPANY EXPERIENCE AND KEY PERSONNEL**

**Corporate Overview:** (Company location(s); in business since; operated under other names; any company litigations or regulatory actions filed against; type of licenses). See CONTRACT pg. 14.

Company Location(s):

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Number of employees: (number of full time and number of part time)

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In Operation since: \_\_\_\_\_

Operated under any other names, if so list names and dates:

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Any litigation or regulatory action in past 3 years? If so provide details.

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**Company Experience and Qualifications:** (List and describe projects similar in size, scope and complexity to those in the CONTRACT).

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**Project Manager:** Designate a Project Manager who shall be assigned to the District. Describe the experience of the individual that demonstrates their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products

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Contract name  
CONTRACT No. Cxxxxxx

SIGNATURE PAGE

**Company Name** agrees to enter into this contract with **The School District of Lee County**.

This agreement is based on all conditions, specifications and provisions identified herein. Signature of authorized representative with the authority and responsibility to legally bind the firm is required.

\_\_\_\_\_  
Lee County School District  
Board Chair printed name

\_\_\_\_\_  
Lee County School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Company Name**  
Representative printed name

\_\_\_\_\_  
**Company Name**  
Representative Signature

\_\_\_\_\_  
Date

**Approved as to Form:**

By: \_\_\_\_\_  
School Board Attorney