

**Santa Rosa County  
School District**



**"A Tradition of Excellence"**

**Judson C. Crane**

CPPO, CPPB

Director of Purchasing and Contract Administration

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November 17, 2020

Dr. Karen Barber  
Superintendent of Schools  
6032 Highway 90  
Milton, Florida 32570

Dear Dr. Barber

RFP 20-08 Food Service Cafeteria Access Gates was competitively solicited and no responses were received. Per DOE 6A-1.012(12)(b) and 2 CFR 200.320(f)(4), we have entered into negotiations and executed a contract with A-1 Hurricane Fence Industries for installation of Food Service Access Gates. Approval is recommended.

[RFP 20-08](#)

Sincerely,

Judson C Crane

JCC/tf

Att: 1

DISTRICT 1  
Linda Sanborn

DISTRICT 2  
Elizabeth Hewey

DISTRICT 3  
Carol Boston

DISTRICT 4  
Charles Elliot

DISTRICT 5  
Wei Ueberschaer

## **SANTA ROSA COUNTY SCHOOL DISTRICT CONTRACT FOR FOOD SERVICE ACCESS GATES**

The School Board of Santa Rosa County, Florida, hereinafter referred to as the "BOARD", and A-1 Hurricane Fence Industries, hereinafter referred to as "CONTRACTOR", mutually agree to cooperate in serving students in the Santa Rosa County School District in accordance with this contract and in compliance with federal and state laws, rules, and regulations.

### **1. The Contractor Agrees:**

1.1. To provide services according to the conditions specified below.

#### **1.2. Federal Laws and Regulations**

1.2.1. This contract includes rules and regulations pertaining to the use of federal funds. The Contractor shall comply with the provisions of 2 CFR, Part 200, and other applicable regulations as specified below.

#### **1.3. Audits and Records**

1.3.1. To maintain books, records, and documents (including storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenue and expenditures of funds provided by the Board under this contract for a period of three (3) years, as per State of Florida General Records Schedule GS7 for Public Schools, after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

1.3.2. To assure that these records shall be subject at all reasonable times to inspect, review, or audit by state personnel and other personnel duly authorized by the board.

1.3.3. To maintain and file with the Board such progress, fiscal inventory, and other reports as the Board may require within the period of this contract. Such reporting requirement must be reasonable given the scope and purpose of this contract.

#### **1.4. Background Screening**

1.4.1. Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes by certifying that the Contractor and all its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standard established by the statutes. The Contractor shall maintain the certification for review by designated school officials. The certification will be provided to the school in advance of the Contractor providing any services on campus while students are present.

- 1.4.2. The Contractor will bear the cost of acquiring the background screening required by Section 1012.32, F.S. and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees.
  - 1.4.3. Contractor shall maintain 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 if any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added.
  - 1.4.4. 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 standard then is convicted of any disqualifying offense, the Contractor shall not permit said employee on school property.
  - 1.4.5. As required by the provisions of State Board of Education Rule 68 – 1.006(5), The Principles of Professional Conduct of the Education Profession in Florida and Florida Statutes, contractual personnel who have direct contact with students or who have access to or control of funds are required to self-report within forty-eight (48) hours to the Director of Student Services any arrests/charges involving the abuse of a child, the sale and/or possession of a controlled substance, or any disqualifying offense. Such notice shall not be considered an admission of guilt, nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, self-reporting shall also be required for any conviction, finding of guilt, withholding of adjudication, commitment of a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.
  - 1.4.6. The parties agree that if the Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school 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 school, 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 or Sections 1012.32 and 1012.465, Florida Statutes.
- 1.5. Insurance required to be carried shall include:
    - 1.5.1. Insurance

- 1.5.2. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance.
- 1.5.3. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies.
- 1.5.4. The Company shall provide Certificates of Insurance to the District's Risk Manager at 6032 Hwy 90., Milton, FL, 32570 prior to the start of any work under this contract.
- 1.5.5. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
- 1.5.6. All insurance policies shall be issued by companies either of the following qualifications:
- 1.5.7. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company.
- 1.5.8. With respect only to Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
- 1.5.9. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
- 1.5.10. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.
- 1.5.11. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract/agreement Business Automobile Liability Insurance with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or

“Comprehensive Form” policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

#### 1.6. Indemnification/Hold Harmless

1.6.1. The Contractor shall indemnify the Santa Rosa County School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Board, its agents, officers, elected officials, employees, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:

1.6.2. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or it's subcontractor, or other party directly or indirectly employed by the Contractor for whose acts may be liable in performance of the work; or

1.6.3. Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or

1.6.4. Liens, claims or actions made by the Contractor of any subcontractor or other party performing the work.

1.6.5. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

1.6.6. Any cost or expense, including attorney's fees, incurred by the Board to enforce the contract shall be borne by the Contractor.

#### 1.7. Scope of Service

1.7.1. Contractor shall install automated gates and fencing as outlined in Attachment I.

#### 1.8. Permits

1.8.1. The contractor will be responsible for obtaining all requisite building permits prior to the start of any work.

1.8.2. The contractor will be responsible for scheduling all building permit inspections.

#### 1.9. Work Area

1.9.1. The contractor shall be responsible for cleaning up all work areas; free of debris, supplies and materials.

1.9.2. The contractor shall be responsible for the moving of all furnishings as necessary for access to any work area. Furniture is to be covered for protection during the painting process.

1.9.3. The work shall be carried on in such a manner that there will be no interruption to or interference of classes.

1.9.4. Work shall continue uninterrupted from the start date until the project is completed, except when instructed otherwise.

1.9.5. The dumpsters located at the schools shall not be used for removal of debris.

#### 1.10. Quality of Workmanship

1.10.1. All work shall be top commercial quality performed according to the standards of the industry, completed to the satisfaction of the Supervisor of Building Maintenance and in compliance with the Florida Building Code.

#### 1.11. Licenses

1.11.1. The Contractor will adhere to and meet all Federal, State and Local regulations, and shall be licensed to do business in the County and Cities of Santa Rosa County as an active Contractor.

1.11.2. The contractor must maintain a current Registered Building Contractor or Certified Building Contractor's license with the State of Florida.

#### 1.12. Tools, Materials, and Equipment

1.12.1. The Contractor shall be required to provide its personnel with all the tools, power tools, trucks, and equipment necessary for the performance of their work.

1.12.2. The Board reserves the right to supply all material and devices or to purchase from the contractor upon the presentation of unit costs prior to construction.

#### 1.13. Parking Policy

1.13.1. Contractor vehicles are not allowed to park on sidewalks.

1.13.2. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the sidewalk.

#### 1.14. Work Hours

1.14.1. Work shall normally be performed within the hours of 7:00 am and 3:30 pm, Monday through Friday, unless otherwise adjusted and agreed upon by the Supervisor of Building Maintenance and the Contractor.

1.14.2. Time begins upon arrival at site. Time begins once on School District work site; no travel or mileage will be paid by the District. Contractor shall report in at the school office upon arrival and check out upon departure.

#### 1.15. Warranty

1.15.1. All work will be warranted for at least a minimum of one year.

#### 1.16. Utilities

1.16.1. The Contractor shall supply all connections to utilities, such as hoses, cords, etc.

1.17. Safety

1.17.1. The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor.

1.17.2. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation.

1.17.3. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations.

1.18. Invoicing

1.18.1. The Contractor will submit an invoice for each site as it is completed.

1.18.2. Invoices shall be submitted to the Contract Manager [Food Service Compliance Officer (850) 983-5140] including a detailed breakdown of the labor and materials.

1.19. Payment

1.19.1. The total cost for this project is \$244,012.90 with each site's cost as defined below:

School Site:	Cost:
Chumuckla	\$28,862.94
Berryhill	\$24,627.99
Pea Ridge	\$31,426.56
T.R. Jackson	\$22,063.84
Bagdad	\$23,796.14
Holley Navarre Intermediate	\$28,838.59
West Navarre Primary	\$30,076.95
West Navarre Intermediate	\$29,822.95
Oriole Beach	\$24,496.94

1.19.2. Payment will be made within forty-five (45) days upon receipt of the invoice by the District.

1.19.3. Transactions will be audited for the length of the contract.

1.19.4. To pay for contracted services unless additional services are agreed upon and requested by Board.

1.19.5. The Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

2. This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this contract, the

parties agree that jurisdiction and venue shall lie in the Courts of Santa Rosa County, Florida.

3. Effective Date:

3.1. This contract shall begin on November 18, 2020.

3.2. This contract shall end on November 17, 2021 or upon final acceptance by the District, whichever comes first.

4. Notice of noncompliance per 2 CFR Appendix II to Part 200(A) and Florida Statute 287.058: should a contractor fail to fulfill obligations in part or whole of the contract award, the School Board will issue a Notice of Noncompliance to the contractor. The Notice of Noncompliance will detail the infraction(s), remedy(ies) and the date in which compliance must be met. Failure to correct the deficiencies after the issuance of the notice, the School Board will move to terminate the contract as outlined in paragraph 23 below.

5. Termination per 2 CFR Appendix II to Part 200(B) and Florida Statute 287.058:

5.1. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the Contractor to fulfill contractual obligations. The School Board shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall:

5.1.1. Immediately discontinue all services affected (unless the notice directs otherwise).

5.1.2. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

5.2. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination.

5.3. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract, The School Board may:

5.3.1. Require the Contractor to deliver any work described in the Notice of Termination.

5.3.2. Take over and prosecute the same to completion by contract of otherwise and the Contractor shall be liable for any additional cost incurred by the School Board.

5.3.3. Withhold any payments to the Contractor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the Contractor.

5.4. In the event of termination for cause, the School Board shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective



date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.

5.5. Termination at Will

5.5.1. Either party upon no less than sixty (60) calendar days' notice, without cause, may terminate this contract unless both parties mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

5.5.2. The Board may terminate this contract due to lack of funding and will provide thirty (30) calendar days' written notice.

6. Notice and Contact

6.1. The name and address of the Board contract manager for this contract is:

6.1.1. Mary Jane Dunlop, Food Service Compliance Officer

6.1.2. 6544 Firehouse Rd,

6.1.3. Milton FL 32570

6.1.4. (850) 983-5140

6.2. The name and address of the representative of the Contractor responsible for administration of the program under this contract is:

6.2.1. George Black, Supervisor

6.2.2. A-1 Hurricane Fence Industries

6.2.3. 959 W Massachusetts Ave.

6.2.4. Pensacola, FL 32505

6.2.5. (850) 438-2222

6.3. In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

7. Renegotiation or Modification

7.1. Modification for provisions of this contract shall only be valid when

CONTRACTOR has the original contract and if federal and/or state revisions of any applicable laws or regulations make changes in this contract necessary.

8. THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

A-1 Hurricane Fence Industries

NAME: Jennifer Creech

TITLE: President

SIGNATURE: \_\_\_\_\_

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

SANTA ROSA DISTRICT SCHOOLS

NAME: Judson Crane

TITLE: Director of Purchasing and Contract Administration

SIGNATURE: \_\_\_\_\_

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