

American Eagle Fence, LLC
768 John Sims Pkwy E, Niceville, FL 32578



March 26, 2021

Tori Baxley
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, FL 32428

Good morning,

Experience:

American Eagle Fence provides fence design and installation services for US Military Bases, DOT'S, School Districts, Commercial Facilities, Commercial Contractors and Residential Projects.

1. We have provided security fencing, both aluminum and chain link to the Okaloosa County School District including automatic gates and security gates. We are currently working on multiple projects for the Okaloosa County School District.
2. We have performed extensive fence installations on Eglin AFB, Hurlburt Field, and Tyndall AFB. We have installed game fence for FDOT on I10 and installed chain link fence for Okaloosa County at Bob Sikes Airport.
3. Our Project Managers and Installers are highly trained in fence installation standards and procedures, including safety training and briefings weekly. Our install teams have security clearances to work on the schools and military bases in our area. Our EVP is a Certified Fence Contractor and a Certified Fence Professional. Fences are installed per ASTM Standard or per customer specifications.
4. We have completed projects in contract amounts of \$1,644,242.83 for Okaloosa County Schools, \$195,000.00 for FDOT, \$141,000.00 for Eastern Industries.
5. Our annual dollar volume for the past 3 years is as follows:
2020 \$4,262,127.00
2019 \$2,784,203.00
2018 \$1,089,527.00

Thank you,


Jim Foster
Admin/Purchasing/Inside Sales
jfoster@ameaglefence.com
850-502-8360

Request for Proposal

Fencing and Related Products

Proposals Due: March 30, 2021
No later than 4:00 p.m. CT

RFP #21-13



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Section 1 – Background and Project Overview

- A. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Walton, Washington, Holmes, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, Liberty and Florida A and M DRS. The Washington County, Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the ***PAEC Florida Buy State Cooperative Purchasing*** program. The program was created exclusively to serve the needs of member and participating school districts which include all 67 school districts in Florida as well as all public, private, and charter schools. The services and the commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, and non-profit organizations.
- B. In 2016, the Florida Legislature recognized the authority of “***Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations***” (RCSO) to serve as an option for the purchase of “*commodities and contractual services*” for district school boards and the Florida College System. The law, **F.S. 1010.04 (1) (b)** requires such institutions “*to review pricing through state term contracts*” or RCSO. Of the three RCSO’s in Florida, PAEC Florida Buy State Cooperative Purchasing is the only such program offering a state-wide purchasing option.
- C. The North East Florida Educational Consortium (NEFEC) and Heartland Educational Consortium (HEC) partner with the Florida Buy State Cooperative Purchasing program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.
- D. The PAEC Florida Buy State Cooperative Purchasing program is seeking to receive proposals to establish a contract to furnish fencing and related products to public and non-profit entities wishing to purchase products through the PAEC Florida Buy State Cooperative Purchasing program. Respondents should offer a catalog of fencing products designed to secure schools, sports fields, government buildings, colleges, non-profit organizations, and other eligible entities and to control access and improve safety in designated areas. The catalog should also cover multiple selections of decorative or ornamental fencing suitable for public spaces.
- E. It is the intention of the PAEC Florida Buy State Cooperative Purchasing Program to provide a comprehensive competitively solicited master agreement offering products and services to public agencies and other eligible entities in multi-county regions of Florida. The objective is to achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals while combining the purchasing power of multiple sources and reducing the administrative costs to both vendor partners and eligible buyers.

Section 2 – Terms and Conditions

- A. Delivery Date: Written responses must be delivered **no later than 4:00 p.m. CT on March 30, 2021**. **The respondent/s will provide one original and four copies to:**
Tori Baxley
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428

B. Mailing of Proposals: All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages must be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date will be rejected.**

From Blake Gasaway
Company American Eagle Fence, LLC
Address 768 John Sims Pkwy E.
City, State, Zip Niceville, FL 32578
Solicitation Name and Number RFP# 21-13

C. Questions regarding this RFP will be submitted in writing to Tori Baxley at tori.baxley@paec.org. The last day for questions will be March 9, 2021. The questions along with responses will be compiled and maintained in a folder under this announcement on the Florida Buy State Cooperative Purchasing website at www.floridabuy.org.

D. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.

E. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

F. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

G. No delegation of any duty of the Contractor shall be assigned without prior written permission of Florida Buy State Cooperative Purchasing.

H. If the original Vendor/Contractor sells or transfers all assets and interests or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract.

I. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

J. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

K. The contract will be in effect for three years from the date the award is executed with the option to renew for two subsequent years. Pricing must remain fixed during the first year of the agreement

with options for adjustments on the anniversary of subsequent year renewals. However, the percentage discount will remain the same throughout the duration of the agreement.

Section 3 – Vendor Profile and Experience Requirements

- A. Provide a cover letter outlining the specific experience and qualifications listed below:
 1. Experience providing fencing to schools, governmental entities, and non-profit organizations.
 2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.
 3. Experienced staff with appropriate licensing and credentials to perform all work associated with the installation of fencing.
 4. Experience in management for large scale projects.
 5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please **complete the Quality Requirements in Attachment 1 and submit it with your completed bid. The PAEC Florida Buy State Cooperative Purchasing program will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, 3, 4, 5 or failure to respond to the Quality Requirements in Attachment 1 will disqualify the respondent from the RFP and the entry will be deemed unresponsive.**
 6. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certification.
- B. The vendor will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Please use Attachment 2 provided with this solicitation.**
- C. Include a cover letter to your response that includes a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in attachment 5.**

Section 4- Scope-Statement of Work

- A. The Florida Buy State Cooperative Purchasing program is seeking proposals for fencing companies to offer a catalog of products and services to government and non-profit entities. Of primary interest are regional fencing companies that can serve Walton, Holmes, Washington, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, and Liberty Counties in Northwest and North Florida. We are also seeking proposals from companies that can service regional areas

in North East Florida, particularly Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, and Union Counties and in the Heartland region in south central Florida particularly Desoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties.

As a state-wide cooperative, Florida Buy State Cooperative Purchasing will consider all regional proposals as long as multiple counties can be served. County service areas should be adequately described in the proposal.

The primary purpose of the Request for Proposals is to seek fencing companies that can supply products to enhance the security, safety, and aesthetics of public properties including schools, parks, government buildings, and other areas where access is restricted or controlled.

Florida Buy State Cooperative Purchasing will likely offer multiple awards.

B. Specifications

1. The catalog of services or products shall include but not limited to:

- a. Multiple heights of fencing, including chain link fencing, constructed with multiple options of material to include, galvanized, aluminum of different gauges, permacoat or polymer coatings with color options, and other rust resistant finishes. Industrial steel fencing with 1" pickets, and a variety of wood fencing.
- b. Associated hardware, fasteners, posts, concrete, and all other materials necessary to professionally install fencing.
- c. Durable chain link fabric for both aesthetics, privacy, and wind control and pulled tightly with a tension bar at each end of fence section with color options.
- d. Fencing options should include variety for multiple purposes such as security, athletic fields, stadium, perimeter, a variety of standard gate options including retractable gates for manual or automatic operation.
- e. Services and solutions offered should integrate with existing security systems.
- f. Other types of fencing such as wrought iron, vinyl, wood, bamboo, and farm fencing can be included in the catalog of products offered.

C. Installation

1. Installation shall be performed by certified installers and in compliance with state and local codes.
2. The times and dates of installation shall be at the sole discretion of the purchaser.
3. Installation and material costs shall be submitted in advance of work.

Section 5- General Conditions

A. The following conditions shall be adhered to:

1. The Contractor shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
2. Occupational Health and Safety Administration (OSHA) standards must be in compliance.
3. The Contractor shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with installation of electrical generating systems and provide appropriate personal protection and work procedures to minimize these exposed to employees and building occupants.
4. The Contractor shall always maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site, as well as comply with all other site documentation requirements of the OSHA programs and this specification.
5. The Contractor shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.
6. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must be in compliance with the Jessica Lunsford Act as described in Florida Statutes 1012.465.
7. Contractor must provide insurance certification reflecting coverage for worker's compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than \$1,000,000 single limit per occurrence or required by entities utilizing the Florida buy State Cooperative Purchasing contract. The certifications must also provide evidence of coverage for not less than \$1,000,000 automobile liability for bodily injury and property damage.
8. Eligible entities utilizing the contract may request verification of insurance amounts exceeding those contracts contained in the documents submitted. If requested, these documents will be required to be submitted prior to the commencement of work.

Section 6- Warranty

- A. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.
- B. **Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and

related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

Section 7-Pricing

- A. A separate pricing sheet is attached and shall be completed by the respondent. The respondent must submit a percentage discount from catalog pricing. **Attachment 4 must be completed.**
- B. It is expected and understood that the pricing offered under this award is compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.
- C. Please list any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies. (See **Attachment 5, number 20.**)
- D. Pricing will be based off a percentage discount from Manufacturers Retail Price (MSRP) or public list pricing and cover the cost of both materials, installation, and cleanup. Respondent must provide verifiable evidence to support the discount compared to list pricing.

Section 8- Agreement to Participate in the Panhandle Area Educational Consortium's Florida Buy State Cooperative Purchasing Program.

- A. The Awardee/Contractor agrees to sign a Florida Membership acknowledgement form with Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to PAEC on a quarterly basis. The contractor will be provided a template for reporting sales and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. PAEC extends the authority for the contractor to use the contract for eligible entities outside of Florida provided PAEC is paid the 2% administrative fee.
- B. The Florida Buy State Cooperative Purchasing will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on www.floridabuy.org which will contain general information about the services performed along with contact information of the awardee.
- C. The Awardee/Contractor will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that the Florida Buy State Cooperative Purchasing, as the awardee, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- D. The Awardee/Contractor shall **sign an acknowledgement form (Attachment 3)** stating full understanding of the relationship between the respondent and the Florida Buy State Cooperative Purchasing program.

Section 9- Method of Evaluation and Selection

- A. Responses will be weighed on the experience and references provided.
- B. The Contractor will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality of the workers who perform the work.
- C. The Contractor will be evaluated based on warranty information.
- D. The Contractor will be evaluated based on certifications and compliance with national standards.
- E. The Contractor will be evaluated based on the variety products/services offered.
- F. The Contractor will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.
- G. The RFP will be opened as soon as possible following the deadline, organized, and distributed to four evaluators consisting of at least one member of the purchasing staff and at least two reviewers from other departments or school districts. The reviews will be conducted independently and not in conjunction with other reviewers. The award will be based on the average number of points that are submitted by each independent evaluator.

Section 10- Florida Buy State Cooperative Purchasing Rights to Withdraw

- A. Florida Buy State Cooperative Purchasing reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all the Respondents are qualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in any Request for Proposals, or any other form of solicitation for the provision of the services.
- B. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.
- C. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.

Section 11-Additional Information

- A. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when Florida Buy State Cooperative Purchasing determines such action would be in the best interest of Florida Buy State Cooperative Purchasing. Florida Buy State Cooperative Purchasing further reserves the right to waive any non-conformity in a response.
- B. Questions regarding the RFP should be addressed to Larche Hardy at tori.baxley@paec.org. **The last day for questions will be March 9, 2021. In the subject line, please write: Questions regarding RFP #21-13.** Responses will be posted along with the questions on our website at www.floridabuy.org.

- C. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.
- D. Contractor and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.
- E. Sign the **Contract Offer and Award Letter (attachment 6)** and include it with your response.

Section 12-Proposal Format

- A. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** clearly identified with the name of the Respondent's company and the solicitation name and number on both the outside front cover and vertical spine. Type set should be **Times New Roman 12pt**. All responses should be delivered using standard carriers or hand delivered. **No electronic submissions (e-mail) will be accepted.**
- B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections. Must include an electronic version of your response on a CD or flash drive.

Section 13- Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation

- A. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded respondent/s if awardee/s have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.
- B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Section 14- Timetable for Response

- A. Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing's sole discretion.
 - 1. RFP advertised and released February 22, 2021.
 - 2. Last day for questions: **March 9, 2021**
 - 3. Response deadline: **March 30, 2021**

Award information will be made available to school districts and municipalities as soon as possible after the review, evaluation, and award via the Florida Buy State Cooperative Purchasing web page at www.floridabuy.org.

Attachments

**Panhandle Area Educational Consortium
PAEC Florida Buy State Cooperative Purchasing Agency**

QUALITY REQUIREMENT FORM

Attachment 1

Quality Requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirement form and submit it with your response. This form MUST be submitted with your response.

Quality Requirements		Yes	No
1	Minimum of 5 years of experience in providing multiple options for fencing.	X	
2	Minimum of 5 years working with schools, universities, and other public facilities.	X	
3	The Respondent has clearly demonstrated that the company has the staff with the skills and certifications necessary to install and supply chain link fencing and other fencing products.	X	
4	The Respondent has provided evidence that the products offered comply with the most current standards.	X	
5	The Respondent has provided a list of references that will attest to the quality of the work performed.	X	
6.	The Respondent has provided evidence of all required licenses, including certification in any relevant construction, or fencing installation codes as well as those necessary to conduct business in the State of Florida.	X	
7.	The Respondent has provided a statement regarding the warranty for the products and services sold under the contract.	X	

Attachment 2
Reference Form

Respondent: Blake Gasaway

Provide references from no less than three (3) schools, school districts, or other eligible entities.

Reference Jacobs Titan Contact Dustin Merritt

Address: 70 Ready Ave NW FWB, FL Phone (850) 685-9148

Email: dustin.merritt@jacobs.com

Description and date(s) of services provided: Design and Installation of

Okaloosa County Schools - Security Fence, Gates and Gate

Operators 2018, 2019, 2020, 2021, and 2022 scheduled

Reference Rocky Bayou Christian Sch Contact Christy Rowney

Address: 2101 N Partin, Niceville, FL Phone (850) 279-3730

Email: rowneyc@rbcs.org

Description and date(s) of services provided: Multiple Projects; 2019 Front

Perimeter 660' of Spear top aluminum around playground and offices

2021 700' 8' Chain Link and 1,375' of 6' Chain Link

Reference Okaloosa County Sheriffs Contact James Penrod

Address: 50 2nd St, Shalimar, FL Phone (850) 863-5158

Email: jamespenrod@lordandsons.com

Description and date(s) of services provided: Installation of 422' of 6' tall
aluminum fence and automatic gate with operator

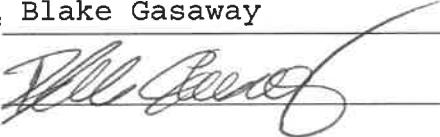
Attachment 3- Florida Buy State Cooperative Purchasing Membership Acknowledgement Form

I fully understand and agree that an award of the RFP requires enrollment in the PAEC Florida Buy State Cooperative Purchasing and a 2% Administrative Fee for sales generated off this contract will be paid quarterly to PAEC, along with a sales report (a template of which will be provided by Florida Buy State Cooperative Purchasing) for contract management, marketing, and facilitation of this agreement. The fees will be based off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC's fiscal agent (and lead agency), and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, all other governmental entities and other entities contractually performing work on behalf of an eligible entity provided all state and local public procurement regulations are followed).

I also understand that the contract/agreement may be utilized for eligible entities outside of the state of Florida provided it is allowed under such state's procurement laws and under the same terms and conditions of this agreement.

Print Name Blake Gasaway

Signature 

Date 3/26/2021

Attachment 4- Pricing Sheet-PAEC Florida Buy State Cooperative Purchasing Program
Chain Link Fencing
General Comparison Worksheet

Please use this worksheet to list pricing proposals. It may be expanded to add other options/products, but the format should remain the same. This is for comparative analysis only.

Company Name:						
	Commercial Grade Chain Link Fencing	Quantity	Labor	MSRP or List Price	Contract Price	Percentage Discount
A	9 ga. Fabric and galvanized steel posts. 17 ga steel rails. Include cost of waste overage, material for repair and local delivery.	106 Linear ft.	Basic labor to install, layout post locations, dig holes up to 3ft deep. Install 6ft chain link fabric between post. Price should include planning, equipment and material, acquisition, area prep, setup, and cleanup	\$5,210	\$4,168	25%
B	Same as above	Same as above	8ft. Chain link fabric and post, etc.	\$6.759	\$5,407	25%
C	Same as above	Same as above	10ft. Chain link fabric and post, etc.	\$7,332	\$5,865	25%
D.	Same as above except with rubberized coating	Same as above	8 ft Chain link, fabric, post, with rubberized coating	\$7,172	\$5,737	25%
E.	Same as above except with rubberized coating	Same as above	10 ft Chain link, fabric, post, with rubberized coating	\$8,372	\$6,697	25%

Projects exceeding a 30 radius from our Niceville location will incur a \$2.00 per mile surcharge and a county per diem charge.

Attachment 5 – Questionnaire

Instructions. Please complete the questionnaire below by placing your company's answers in the correlating response column.

Responding Company's Name: _____	
Instructions: For those responding to the RFP, please respond to the questions below.	
Question	Response
1. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	To provide excellent customer sales, service and products
2. Does your company have the capability to provide training seminars?	Yes
3. How many staff members are dedicated to customer service?	40 or all
4. Describe your company's ordering process and what methods can be used by members to place or create orders?	Research best value for customer and place order
5. Does your company offer online ordering?	Yes
6. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	Fastest response in Florida Panhandle Other response available in Florida
7. Please explain the process of responding to a work order.	Project Managers schedule crews and execute projects
8. What are your payment terms?	30 days or progress payments
9. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	Yes + 3.5%
10. Does your company offer any prompt payment discounts? If so, please describe.	No
11. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess?	No
12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	Once Purchase Order received order is placed and project scheduled, lead times vary depending on market conditions at time of order.
13. Does your company assess fuel surcharges for responses? If so, what is the charge?	No
14. At times there are issues with service? Please describe your process for addressing these issues.	We define the cause and take corrective actions

15. State your company's process for handling dissatisfied customers.	AEF responds to all dissatisfied customer's concerns with a positive resolution attitude
16. State your company's process for introducing new products to the list of services you offer.	AEF strives to be a trusted advisor to it's customers. New products can be suggested for consideration
17. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?	AEF has a Commercial Project Manager and a Commercial Estimator dedicated to commercial projects. Both of these employees respond to inquiries and questions quickly. Both also visit job sites as necessary to ensure customer satisfaction
18. Would your company be willing to work with each of the Florida regions on sending/mailing out printed material to members?	AEF would be glad to send printed materials to any region upon request
19. Please describe what your company envisions as a 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to the Florida Buy State Cooperative Purchasing to ensure a successful roll-out in a timely, well communicated, responsive fashion?	AEF's 30 day roll-out marketing plan will include printed materials, advertising in PAEC catalog, email distribution, and AEF Web site
<p>20. Please list the contracts your company currently holds that may compete directly with the PAEC Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts.</p> <p>If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than pricing offered under your existing contracts?</p> <p>If other contracts are available, please describe the process PAEC Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract.</p>	<p>AEF is currently installing security fences for Okaloosa County Schools. The OCSD projects consume 2 crews on average. AEF has 7 crews available and can allocate resources as necessary to complete work.</p> <p>Pricing is consistent across most customers however Florida Buy benefits from a discount pricing structure</p> <p>PAEC would need to request an introduction to the prospective customer.</p>
<p>21. How would you educate your sales representatives on the strengths of our contract?</p> <p>Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program?</p>	<p>AEF Sales reps would be educated to understand the benefits to customers for standardizing pricing and ease of contracting.</p> <p>Yes, AEF Sales reps could be available</p>
22. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connection those members have with sales representatives.	AEF can develop targeted marketing plans for each customer base. Marketing channels include email, mailers, etc.
23. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.	Since the contract is potentially state wide, AEF would require mileage and county per diem for projects greater than 30 miles from 32578 zip code.

Attachment 6-Contract Offer and Award

RFP #18-09

Chain Link Fencing

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the PAEC Florida Buy State Cooperative Program,

Company Name: American Eagle Fence, LLC

Address 768 John Sims Pkwy, E

City: Niceville State: FL Zip: 32578

Contract Contact Person: Blake Gasaway

Authorized Signature:  Date: 3/26/21

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF PAEC FLORIDA BUY STATE COOPERATIVE PURCHASING

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on May 10, 2021. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature _____ Date _____

Agency Executive: John T. Selover, Executive Director, PAEC: Signature _____ Date _____

PAEC BD April 21, 2021
WCSB May 10, 2021

Attachment 7- Proposal Checklist

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version (CD or portable Drive) of their proposal as well as four written copies by the due date and time listed in the RFP by standard mail (USPS, Fed X, UPS, or in person. Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font. Submission made via email will be rejected.

Please take a moment and review the checklist provided and ensure all the required documents have been included with your submission.

Your proposal should include the following:

- Narrative outlining capabilities, past experience in providing and installing fencing products, and complete information relative to and addressing the scope and specifications.
- Vendor Information which includes corporate officers, mailing address.
- Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.
- Information regarding certifications
- Description of which districts your company can service.
- Attachment 1- Quality Requirement Form
- Attachment 2- Reference Sheet
- Attachment 3- Participation in the PAEC Florida Buy State Cooperative Purchasing Program.
- Attachment 4- Pricing Sheet
- Attachment 5- Questionnaire
- Attachment 6- Contract Offer and Award
- Attachment 7- Proposal Checklist
- Attachment 9- Signed Non-Collusion Affidavit
- Attachment 10- Signed EDGAR form

Attachment 8-
RFP #18-09 Chain Link Fencing
Evaluation Matrix

Evaluation Criteria	Points	Vendor A	Vendor B	Vendor C	Vendor D
Completeness of Response to RFP (Pass/Fail)					
ALL required schedules, forms and informational items have been submitted.	Pass/Fail				
A. Quality of Response	35 Points	0	0	0	0
The respondent has all the required license and certifications required to do business in Florida.	0-2				
Minimum of 5 years of experience in the sales and installation of chain link fencing.	0-5				
The Respondent has provided evidence that installers have been trained in all applicable standards and building codes.	0-5				
The Respondent has clearly demonstrated that the company has the capacity, inventory and variety of products to satisfactorily provide options for fencing, gates (both manual and automatic), and has the capacity to manage both small- and large-scale projects.	0-23				
B. Previous Experience	5 Points	0	0	0	0
Respondent has provided evidence of experience in working with public entities.	0-2.5				
The respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual.	0-2.5				
C. Pricing/Warranty	30 Points	0	0	0	0
The relative ranking of this contractor's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 4 and Section 6.	0-30				
D. Regional/State Use of Contract-Marketing	10 Points	0	0	0	0
The extent to which the respondent has demonstrated the ability to provide products and services to eligible customers in multi-county districts in Florida.	0-5				
The extent to which the respondent has a marketing plan and willingness to execute it.	0-5				
E. Contract Terms & Conditions	20	0	0	0	0
The extent to which the respondent has provided the required documents, adherence to formatting, and met all the terms and conditions outlined in the proposal.	0-10				
Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 3 and 5).	0-10				
TOTAL	100 Points	-	-	-	-

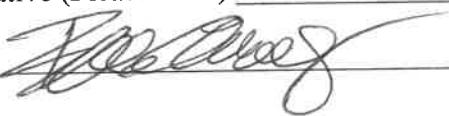
Attachment 9
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the **Chain Link Fencing** Request for Proposals requested by the Panhandle Area Educational Consortium (PAEC) Florida Buy State Cooperative Purchasing, has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: American Eagle Fence, LLC

Authorized Representative (Please Print) Blake Gasaway

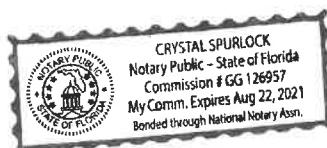
Authorized Signature: 

Date: 3/26/2021

Subscribed and sworn to me this 26th day of March, 2021

Notary Public Signature: CSpurlock

My commission expires: 8/22/21



Attachment 10
RFP #21-13 Uniform Guidance "EDGAR" Certification
2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All vendors submitting proposals must complete this EDGAR Certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Florida Buy State Cooperative Purchasing will consider and may list the response, as the vendor is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding vendor default are included in Florida Buy's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as Florida Buy's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Yes, I agree X No, I disagree Initials KBG

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not yet provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

Yes, I agree X No, I disagree Initials KBG

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

Yes, I agree X No, I disagree _____ Initials _____ KBG

4. Davis Bacon Act

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Yes, I agree X No, I disagree _____ Initials _____ KBG

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Yes, I agree X No, I disagree _____ Initials _____ KBG

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations

issued by the awarding agency.

Yes, I agree No, I disagree Initials KBG

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Yes, I agree No, I disagree Initials KBG

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p.

189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

Yes, I agree No, I disagree Initials KBG

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award.

Yes, I agree No, I disagree Initials KBG

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the

purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes, I agree X No, I disagree _____ Initials KBG

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Florida Buy State Cooperative Purchasing.

Yes, I agree X No, I disagree _____ Initials KBG

12. General Compliance with Participating Agencies

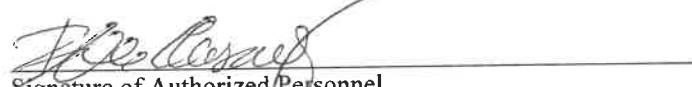
In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

Yes, I agree X No, I disagree _____ Initials KBG

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

American Eagle Fence, LLC

Name of Company


Signature of Authorized Personnel

Blake Gasaway

Printed Name

Date 3/26/2021



AMERIC0017

SMURTHY

DATE (MM/DD/YYYY)

3/26/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36881

New York-Alliant Ins Svc Inc
101 Park Ave 18th Fl
New York, NY 10178

INSURED

American Eagle Fence LLC
768 John Sims Pkwy E
Niceville, FL 32578

CONTACT IDA Certificate Team

NAME:

PHONE:

(A/C, No, Ext): (212) 603-0200

FAX:

(A/C, No):

E-MAIL:

ADDRESS: idacertificates@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company

24082

INSURER B: AmGUARD Insurance Company

42390

INSURER C: National Union Fire Insurance Company of Pittsburgh, Pa.

19445

INSURER D: Markel Insurance Company

38970

INSURER E:

INSURER F:

REVISION NUMBER:

COVERAGE

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	BK861633880	8/29/2020	8/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 1,000,000 COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AMAU188448	8/29/2020	8/29/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB CLAIMS-MADE		BE08074259	8/29/2020	8/29/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 General Aggrega \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N Mandatory in NH If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC01734223	8/29/2020	8/29/2021	PER STATUTE \$ 1,000,000 EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: PAEC Chipley Fl.

Panhandle Area Educational Consortium is included as Additional Insured where required by written contract. Coverage is primary and non-contributory and a Waiver of Subrogation applies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Smurthy J. Nagarkar

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
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WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:
 - Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:
 - (I) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (II) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2. under Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This Insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury".

"advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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