

SECTION 00101

INSTRUCTIONS TO BIDDERS
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SECTION 00101 INSTRUCTIONS TO BIDDERS

1.01 Intent of the Owner

It is the intention of the Duval County School Board (hereinafter referred to as "Owner") to award a contract to a

qualified and experienced Bidder submitting the lowest Proposal (Base Bid and Alternates, if any), in the best interests of the Owner and within funding parameters. However, the Owner reserves the right to reject any or all bids, to accept any bid submitted, and to waive any informalities. It shall not be the responsibility of the Owner to notify any bidder that his bid is unbalanced and no Bidder shall have a cause of action against the Owner for accepting an unbalanced bid. In accordance with Chapter 235.31(1)(a) Florida Statutes, should the lowest responsible Bidder exceed the proposed budget of the Owner, the Owner may negotiate with the Bidder in order to obtain a bid within budget.

1.02 Proposals

All work on the Project shall be included in the Proposal for the construction contract. Proposals for this project shall be submitted as one original only on the Proposal forms enclosed in this Project Manual. The Proposal shall be sealed in an envelope and marked to indicate the project title, the Bidder's name and Bid Number. The envelope shall then be forwarded or delivered to the Duval County Public Schools.

- A. The Bidder shall fill in his Proposal completely, providing price quotations for Base Bid and all Alternates (if any) and correctly signs his Proposal. Proposals that show any omissions, alterations, additions not authorized by the Owner, conditional bids or irregularities of any kind, may be rejected.
- B. Proposals shall be submitted in sufficient time for receipt by the Duval County Public Schools on or before the scheduled hour for Bid opening. After submittal, any Bidder desiring to make Proposal changes shall notify the Assistant Superintendent of Facilities Services by telegram at Duval County School Board, 1701 Prudential Drive, Jacksonville, Florida 32207 of the change before the bid opening. The telegram shall state the time of transmittal of the change.
- C. Proposals may **not** be withdrawn for a period of sixty (60) days after the scheduled closing time for bids.
- D. Award recommendation will be posted in the first floor lobby of the Duval County Public Schools, 1701 Prudential Drive, Jacksonville, Florida 32207 on or before the third business day following the bid opening.

1.03 Contractor and Subcontractor Qualifications

- A. All Bidders and Subcontractors shall be licensed contractors in their respected trades and registered corporations, if applicable, as required by the laws of the State of Florida.

- B. The minimum licensure requirement for this project is (Insert Type of License Required) as defined by the Florida Department of Business and Professional Regulation.
- C. Subcontractors' and suppliers' qualifications are identified in the individual technical sections of the Specifications
- D. Contractor shall have successfully completed at least two (2) projects as prime contractor, of similar size and complexity in the past five years. Contractors shall submit a certification of experience specifying such qualification.
- E. By an appropriate written agreement, duly notarized or witnessed, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the Owner and the Architect/Engineer. Said agreements shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights.
- F. All BIDDERS MUST BE PREQUALIFIED WITH DUVAL COUNTY SCHOOL DISTRICT FOR CONSTRUCTION PROJECTS IN EXCESS OF \$200,000 AND ELECTRICAL PROJECTS IN EXCESS OF \$50,000.**

1.04 Site Location and Investigation

- A. Each bidder, before submitting his Proposal, shall examine the site and all pertinent conditions to determine the conditions under which he must perform the Work.
- B. Site Location:

- C. The submittal of a Proposal shall be construed as evidence that appropriate examination has been made. No subsequent allowance will be made in this connection. To gain access to the site, the Bidder shall contact:

1.05 Interpretation of Drawings and Specifications

Should a Bidder find discrepancies, ambiguities or conflicts in, or omissions from the Drawings and Specifications, or should he be in doubt as to their meaning, the Bidder shall notify the Design Professional at once for an interpretation. If such notification is within five (5) working days of the established Bid Opening, the Design Professional may respond to all Bidders if a change in the Bid Documents is in order by means of telephone, telegraphic or facsimile communication. Bidder will acknowledge such Addendum on his Proposal form. Interpretive addenda will be forwarded to all Bidders, and each Bidder shall acknowledge the receipt of each Addendum on his Proposal in the spaces provided. Bidders shall address all inquiries for this project to:

1.06 Contract Time

Construction time to reach Substantial Completion and Final Completion (Contract Time) for this project is a condition of the Contract and time is of the essence. An extension of time is not anticipated.

1.07 Standard Basis for Bidding

A. Proprietary Products

1. In these Specifications where one certain kind, type or brand of manufacturer of materials is named, it shall be regarded as the required minimum standard of quality. Substitutions lowering the performance, quality, method of assembly or installation, or in general, not in keeping with the Drawings and Specifications will not be permitted. It is understood that when a bid is submitted, the Bidder is aware of these requirements and that the materials within his bid are "equal to" or "better than" such items and that prior approval of any substitutions has been obtained from the Architect Engineer and acknowledged by written Addenda.
2. Extension of the Bid Opening Date will not be permitted in order to substitute a product.
3. Since time is of the essence, the Owner cannot be expected to delay the Bid Opening Date. In addition to the Specifications, it shall be understood that the details supplied with proprietary products shall become part of these Specifications as if contained

herein. If a conflict should occur between these details and the Drawings and Specifications, it shall be brought to the attention of the Architect Engineer prior to submitting a Bid proposal.

B. Nonproprietary Products

Where materials, etc., are referred to in the Specifications as "equivalent to", or words of similar meaning, the Architect Engineer with Owner approval will decide as to their "equivalency." In addition to data required under paragraphs entitled "Shop Drawings" or "Manufacturer's Description Data," the Bidder shall furnish other detailed data as required by the Design Professional for comparison if the product is mentioned by name. All data shall be submitted at least ten (10) days prior to the scheduled bid opening date. No extra time will be allowed because of such substitution, if permitted, either for the article substituted or for revisions in other work affected by the substitution.

C. Substitutions

Where a particular system, product or material is specified by one or more trade names without the "equivalent" qualification, it shall be considered as a standard basis for bidding and is most satisfactory for its particular purpose in the work. Substitutions for the named systems, products or materials and substitutions for any other product or material or modification of the specified material which the Bidder considered pertinent will be considered under the following conditions only:

1. To insure a uniform basis for bidding, the Bidder shall base his Proposal on the particular system, product or material named in the Drawings and Specifications or Addendum.
2. The Bidder shall attach to his Form of Proposal, at the time of submission, a separate sheet upon which he shall list the particular system, product or material that he wishes to substitute. Directly opposite each item he wishes to substitute, he shall indicate the amount of money that he will add to or deduct from his Base Bid, if such substitution is approved by the Owner and the Architect Engineer prior to the signing of the Contract.
3. If no addition or deduction to the Base Bid is allowed by the Bidder for such substitutions, it shall be so stated opposite the item involved on the sheet attached. Substitutions so submitted shall include any and all adjustments of that or any other work affected by the substitution. Such substitutions

shall be permitted and adopted only upon the written approval of the Architect Engineer and the Owner.

4. Any Proposal submitted that does **not** conform to the above requirements shall be considered as informal and unfair to other Bidders and will **not** be accepted.
5. The Bidder shall not use or install any material containing asbestos in the construction of this project or in the substitution of any product or material used in the construction.

D. Adjustments Because of Substitutions

In general, the Drawings and Specifications, of necessity, have been prepared based upon sizes, loads and requirements of specific items of equipment, products or materials. In the event the Bidder elects to use other equipment, products or materials than those for which designs have been prepared and included in the Drawings and Specifications, and if because of such substitutions or changes from those shown, the Architect Engineer is required to revise the Drawings or is caused added expense, the Owner shall be equitably reimbursed by the Bidder for such costs.

1. Price variance resulting from substitution in accordance with Sub-paragraph 1.07.C.2 is allowed, but it shall not be a consideration in the award of this Contract.
2. No changes in the bid amount appearing on the outside of the bid envelope will be considered. Only the amount shown inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.
3. Bidder recommending substitution shall be responsible for all associated costs to the project.

E. Nonconformance of Bid with Specifications

The Bidder shall be responsible for providing all items specifically called for in the Specifications, and the Owner shall not be responsible for any costs associated with the removal of nonconforming work and the substitution of work as called for in the Specifications.

1.08 Declaration of Sub-Bidders (Sub-Bidder Listing)

See Section 00300 Form of Proposal (Bidder Response Form)

- A. Bidders shall furnish with their bids the names and the class of work to be performed by Subcontractors, suppliers, product or material manufacturers and

fabricators for all those listed on the Sub-Bidders List and in addition to when the amount to be paid each Sub-Bidder exceeds five percent (5%) of the total price.

- B. The successful Bidder shall employ the Subcontractors, suppliers, product or material manufactures and fabricators listed in the Bidder's Proposal along with the class of work to be performed by each. This list shall not be modified in any way whatsoever without the written consent of the Owner to ensure those Sub-Bidders shall be utilized for the specified class of work.
- C. Modifications to the listed Subcontractors, suppliers, product or material manufacturers and fabricators may be granted by Change Order approved only by the Owner in those instances where the Bidder presents written evidence that use of the listed Sub-Bidders would not be in the best interests of the Owner. If no changes to the contract are involved concerning time or contract amount, substitutions may be approved by the Assistant Superintendent, Facilities Services. Upon approval by Board or the Assistant Superintendent, the contractor surrenders all rights for further claims involving the substitution.

1.09 Temporary Agreements and Costs

The Bidder shall be responsible for all temporary excavations, scaffolding, guardrails, vehicle and pedestrian passageways and other temporary work, which will extend beyond the boundaries of the property. The Bidder shall make all necessary arrangements and agreements with owners of adjoining property and with public authorities. Costs of such arrangements, agreements and work shall be borne by the Bidder and shall be included in his Proposal price.

1.10 Permits, Fees, Taxes and Direct Material Purchase Program

A. General

- 1. Cost of building, electrical, water and gas permits and tap fees, fees for inspections as required by county and/or state authorities, social security and other applicable state and federal government taxes, sales taxes and costs of all other permits, inspections, licenses and taxes for which the Bidder is liable shall be included in his Proposal for the work.
- 2. All building inspections and permits must be conducted and issued by the Office of Building Code Enforcement, Duval County Public Schools, 8015 Parker School Road, Jacksonville, Florida, 32211-5110, Telephone (904) 858-1919. The Office of Building Enforcement is responsible for permitting and code inspections on all projects administered by the Owner. The costs

associated with permitting and inspection shall be paid by DCPS directly to the Office of Building Code Enforcement. The Contractor will pay reinspection fees and/or fines.

3. All projects require code compliance inspections during construction in areas of the work as determined by Florida Statutes, the Florida Building Code, the Florida Fire Prevention Code and all such other referenced codes, laws, standards and ordinances as are applicable. The work to be inspected normally includes, but is not necessarily limited to site, structural, mechanical, electrical, plumbing and general building.
4. The Contractor shall notify the Office of Building Code Enforcement, Duval County Public Schools, 8015 Parker Road, Jacksonville, Florida, 32211-5110, Telephone: (904) 858-1919, no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and covered-up shall be uncovered for inspection when directed by the Office of Building Code Enforcement. All costs for uncovering and reconstruction shall be borne by the Contractor.
5. All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specification.

B. Direct Materials Purchase Program - Sales Tax Exempt

1. The Owner is exempt from sales tax on the purchase of construction material. The Owner has elected to exercise this right and therefore directly purchase various construction material, supplies and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to Owner. The Owner shall, via Purchase Order (PO), purchase material, and the Contractor shall assist the Owner in the preparation of the Purchase Order. The Owner will purchase the material from Vendors selected by the Contractor for the price originally negotiated by the Contractor. **All bids are to be submitted with all applicable taxes included.**
2. The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all State sales tax. This reduction in the Contract Amount will occur through a **Change Order**, which will reference the Purchase Order affecting the change. MBE Form six (6) is also required.
3. Issuance of Purchase Orders by the Owner shall not relieve the Contractor of any responsibility regarding material or equipment purchases or installations,

with the exception of the payments for the material or equipment purchased. **The Contractor shall remain fully responsible for coordinating, scheduling, ordering correct quantities, submittals, protections, storage, shipping, security, expediting, receiving, verification, installation, cleaning and all applicable warranties.** The Contractor must maintain the Builder's Risk policy to include all material and equipment stored on-site and installed on site.

4. It is recognized that the Contractor may encounter additional overhead costs in assisting the Owner with its Direct Purchase Program. The Contractor is charged with including all additional costs as part of the Base Bid.
5. No payment will be made for material or equipment stored off-site.
6. All invoices must contain the Owner's Purchase Order Number in order to be accepted and processed for payment.
7. Terms. For the purpose of this Section, the following terms will be defined:
 - a) **Material:** any material, or materials, equipment or supply intended for permanent installation in the Project.
 - b) **Vendor:** A company supplying material to the Project, whether such provision includes installation or not.
 - c) **Vendor Purchase Order (VPO):** A material list and price quote by a Vendor required for issuance of a Purchase Order by the Owner.
 - d) **Purchase Order (PO):** An official authorization issued by the Owner for the supply of stated material and agreement to pay quoted price for material upon verification of delivery.
8. The Contractor shall issue a Vendor's Purchase Order (VPO) addressed to the Owner. The VPO shall contain the following minimum information:
 - a) Date of VPO
 - b) Project name, number and location
 - c) Vendor's full business name and address
 - d) Vendor's complete contact numbers - telephone, fax, cell, beeper, e-mail, etc.
 - e) Description of all material
 - f) Quantity of each material
 - g) Unit cost of each material
 - h) Extended price of each material (quantity times unit cost)
 - i) Sales tax on material to be purchase

- j) Shipping - The VPO must indicate FOB Destination or Job Site. The Owner will not pay shipping and handling charges.
 - k) Total price for all material ordered (extended prices plus sales tax)
 - l) Signature and printed name of the authorizing agent for the Vendor, including complete address, telephone, etc
 - m) Signature and printed name of the authorizing agent for the Contractor
9. The Owner will issue a Purchase Order in the amount of the Vendor's Purchase Order less sales tax. The Purchase Order will contain the following minimum information:
- a) Date of PO
 - b) Project name, number and location
 - c) Vendor's full business name and address
 - d) Reiteration of the authorized quantity, material description, unit cost, and extended price for each material.
 - e) Total price for material ordered
 - f) Signature and printed name of approving agent for Owner
10. The Owner will send the PO directly to the Vendor, with a copy retained by the Owner and copies sent to the Contractor.
11. Upon receipt of the PO by the Vendor, the Vendor shall deliver the material to the job site and issue an invoice to the Owner. The invoice must clearly reference the Owner's PO number.
12. All material is to be delivered to the job site, where the Contractor assumes all responsibility and risk.
13. Upon receipt of the Vendor's invoice by the Owner, the Owner will fax a copy to the Contractor for verification and approval. The Contractor will have five working days to process the invoice for payment. Once approved by the Contractor and Owner, the Vendor's invoice will be paid.
14. The Owner will issue payment to the Vendor for the amount of the approved invoice from the Contractor. In order to maintain timely payments, it will be the responsibility of the Contractor to process invoices in accordance with the payment schedule. The Contractor shall pay any late fees incurred as a result of the Contractor's failure to process invoices in a timely manner.
15. The Contractor shall be responsible for maintaining

a summary of material purchased and tax savings on the AIA Form G702, Application and Certificate for Payment, in the project. The total cost of material directly purchased by the Owner and the resulting total sales tax savings must appear on each pay request along with details of all Owner Change Orders.

16. Examples of the following forms are included in this sections:
- a) Vendor's Purchase Order Requisition Form
 - b) DCPS Change Order Form

1.11 Bid Security - Bid Bond

Bid Security shall be required in an amount not less than five percent (5%) of the bid amount in the form indicated in Section 00020, Invitation to Bid and Section 00300, Form of Proposal. A duplicate copy of the Bid Security shall be submitted along with the original.

1.12 Return of Bid Securities - Bid Bond

All Bid Securities and good faith deposits will be returned within fifteen (15) days following the award of the Contract.

1.13 Disqualification of Bidders

- A. Only one Proposal from an individual, firm, partnership or corporation under either the same or different names will be considered.
- B. Should there be any reasonable grounds for the Owner to believe that a collusion or combination exists among Bidders, any or all proposals may be rejected and all such Bidders or participants in such combination or collusion will not be considered in a future Proposal for the same work.
- C. No Proposal or bid will be considered valid unless accompanied by a Bid Security or good faith deposit in the amount and in the form specified in the Invitation to Bid and/or Advertisements for Bids.
- D. Proposals that are incomplete or not signed by the Bidder may be rejected.
- E. Proposals that are submitted without the Sub-bidders listing completed as required in paragraph 1.08 of Section 00101 and indicated on Section 00300, Form of Proposal may be rejected.
- F. Proposals that do not include all alternates, where applicable, will be rejected.
- G. Any unresolved claims, disputes or litigation with a

Contractor or his Subcontractor within the previous five (5) years may be justification for disqualification and rejection of his bid.

- H. Proposals that do not meet Minority Business Enterprise participation goals or fail to show evidence of good faith effort may be considered non-responsive.
- I. Failure to meet prior project requirements or execution of the Qualification Certification shall result in the disqualification of the bidder.

1.14 Performance and Payment Bond

Within ten (10) days after the Notice of Award, the successful Bidder shall furnish a satisfactory Performance and Payment Bond. A corporate Surety authorized to do business in the State of Florida and acceptable to the Owner shall provide the Bond. The Bond shall be conditioned well and truly to perform the Contract and pay all bills and invoices for labor done, delay damages and materials furnished in the performance of the Work including a guarantee period of one (1) year or longer if required in the individual technical sections of the Specifications, against unacceptable work. Modifications of the bond terms as set forth herein is prohibited and shall not be considered as part of the bid, contract, or the bond.

- A. All Bonds must be executed under corporate seal of the Surety and countersigned on the part of the Surety by a qualified resident agent of the company or an attorney in fact with proof of power attached.
- B. In case of default on the part of the Bidder, actions for all expenses incident to ascertaining and collecting losses under the Bond including both architectural and legal services shall lie against the Bond.
- C. Such Bond shall be in the penal sum of 100% of the Contract.
- D. Premiums for the Performance and Payment Bond shall be included in the Bidder's Proposal.
- E. The Bond shall be on the form provided by the Owner without modification or exception.

1.15 Execution of Contract

- A. Within ten (10) days after Notice of Award, the successful Bidder shall enter into a formal contract and furnish a satisfactory Performance and Payment Bond. See Paragraph 1.14 above.
- B. Failure to execute the Contract as provided in these documents within ten (10) days from the date of the Notice of Award shall be just cause and the Owner may annul and

void the award and declare forfeiture of the Proposal guarantee or good faith deposit in liquidation of all damages sustained.

- C. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised or may be constructed by day labor as the Owner may decide.
- D. No award will be binding upon the Owner until the construction Contract has been executed by the Owner.
- E. The construction Contract shall be signed in duplicate by the Owner and the Bidder.

1.16 Bid Submittal

- A. Bidders shall submit one original only of all the following documents with their Bid:
 - Form of Proposal
 - Sub-Bidder Listing
 - Public Entity Crime Statement
 - Conflict of Interest Certificate
 - Qualification Certification or Copy of Prequalification Certificate
 - Proposed Schedule of MBE Participation (MBE Form 1)
 - Prime Contractor Affidavit (MBE Form 3)
 - *MBE Unavailability Certification (MBE Form 4)

***MBE Form 4 must be submitted with bid if goals are not met, along with written documentation of Good Faith Effort(s)•**

NOTE: MBE Form 1A APROPOSED SCHEDULE OF MBE PARTICIATION ON ALTERNATE NO. _____ shall be forwarded to the MBA Office **within 24 hours of the bid opening.** This may be done via fax (904/858-1492) or mail to: Duval County Public Schools, Director of Minority Business Affairs, 4880 Bullsbay Highway, Jacksonville, Florida 32219 (phone 904/858-4840). **This form does not need to be included with the bid.**

1.17 MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

A. POLICY

The Duval County School Board (DCSB) has participated along with the City of Jacksonville and other Independent Agencies of the City, in the research and development of a disparity study.

It is an official policy of the DCSB to encourage the maximum participation of Minority Business Enterprises (MBEs) in its contract awards based upon availability. It

is the DCSB intent in adopting this program to reflect the philosophy with regard to enhancing participation of Minority Business Enterprise in all areas of procurement.

B. BIDDERS OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that Minority-Owned Business Enterprises have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. SUBMITTAL REQUIREMENTS

The apparent successful bidders' submission must include all documentation required both by the contract and applicable rules, as evidence of MBE participation, which must include but is not limited to the following:

1. MBE FORM 1, Schedule of MBE Participation. This form must be submitted with the bid and must include the following information:

- a. The name, current telephone number and MBE classification for each firm that is participating on the contract;
- b. A description of the scope of work, materials, equipment or services to be furnished by the certified MBE subcontractor, sub-consultant or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;
- c. The agreed upon dollar value for such work, materials, equipment or services, slated to be performed by each named MBE firm;
- d. Please note that MBEs participating on DCSB projects must be certified as

an MBE with the DCSB Office of Minority Business Affairs or with an accepted reciprocal agency, prior to the bid opening.

- e. If an MBE is included and is certified with one of the agencies the district accepts reciprocal certification from, the contractor must include a copy of the MBE=s Letter of Certification, not their certificate;
- f. The percentage of the MBE participation will be evaluated in comparison to the base bid price quoted by the Contractor.

2. MBE FORM 1A, Schedule of MBE Participation (On Alternates).

This form must be submitted 24 hours after the bid opening and must include the following information:

- a. The name, current telephone number and MBE classification for each firm that is participating on the contract;
- b. A description of the scope of work, materials, equipment or services to be furnished by the certified MBE subcontractor, sub-consultant or supplier that is listed to participate in the contract; if a building trade is divided between two subcontractors, a detailed description of the scope of work, materials, equipment or services, slated to be performed by each must be provided;
- c. The agreed upon dollar value for such work, materials, equipment or services, slated to be performed by each named MBE firm;
- d. Please note that MBEs participating on DCPS projects must be certified as an MBE with the DCSB Office of

Minority Business Affairs or with an accepted reciprocal agency, prior to the bid opening;

e. If an MBE is included and is certified with one of the agencies we accept reciprocal certification from, the contractor must include a copy of the MBEs Letter of Certification, not their certificate;

f. The percentage of the MBE participation will be noted. However, it will not impact the award decision. The percentage of MBE participation for alternates will be reviewed in comparison to the dollar value of that alternate.

3. **MBE FORM 3, MBE Affidavit.** This form is to be completed by the Contractor, sworn and subscribed before a notary, and included in the bid/proposal. This form replaces the letter of intent and subcontract or affidavit previously submitted 24 hours after the bid.

4. **MBE Form 4, Good Faith Effort.** Any Contractor is unable to obtain bids/quotes from MBE subcontractors that equal or exceed the percentages established in the participation goals, he or she shall include with the bid/proposal a copy of this form along with supporting written documentary evidence which indicates that the goals could not be met for the following reasons (See Section 00300 for form):

a. MBE bids were received. It must be shown that good faith efforts, as stated under Section K below, were made by the bidder to obtain MBE participation, and that they did not respond;

b. The MBE bids that were received and accepted did not total the required percentages stated in the participation goals, but totaled a lesser percentage, or;

- c. No bidders were able to obtain MBE participation.

The DCSB may, if it deems necessary, request and require further information, explanation, or justification from any bidder/proposer. Failure to provide the required forms (e.g., MBE FORM 1, MBE FORM 3, and MBE FORM 4, when required) in the manner indicated will constitute an incomplete, unresponsive and ineligible bid.

D. PARTICIPATION GOALS

The following goals and conditions apply to this contract and submissions of a bid/proposal by prospective contractor/ consultant shall constitute full acceptance of all conditions outlined in the bid documents or proposals.

The attainment of MBE participation goals established for this contract will be measured as a percentage of the **base bid** of the contract. The goals established for this contract are:

	AA	PERCENT TO BE PERFORMED BY DCSB CERTIFIED AFRICAN-AMERICAN BUSINESS ENTERPRISES
	HANA	PERCENT TO BE PERFORMED BY HISPANIC, ASIAN OR NATIVE AMERICAN BUSINESS ENTERPRISES
	WBE	PERCENT TO BE PERFORMED BY DCSB CERTIFIED WOMEN BUSINESS ENTERPRISES

E. EXCLUSIONARY AGREEMENTS

Agreements between any bidder and an MBE in which the MBE promises not to provide subcontracting quotations to other bidders are prohibited.

F. DEFINITIONS

1. MINORITY BUSINESS ENTERPRISES (MBE) MBE means a small business concern which is at least 51 percent owned by one or more minority persons and whose management and daily business operations are controlled by one or more of the

minority individuals that own the business. The groups that are eligible for certification must fall in one or more of the following categories:

- a. **African American**, a person having origins in any of the racial groups of the African Diaspora.
- b. **Asian American**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- c. **Hispanic American**, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- d. **Native American**, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- e. **Women**, a female person(s) of any race and origin. Usually American Women.

2. **CONTROL**

Whether the Minority-Owned Business is listed a sole proprietor, joint venture or corporation with at least 51 percent ownership they shall possess the necessary licenses and the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operations.

3. **MBE FORM 1 - PARTICIPATION CATEGORIES**

- a. **SUBCONTRACTOR:** any Minority-Owned Business Enterprise capable of furnishing to the General (Prime) Contractor, labor, professional services, materials, supplies, equipment, transportation, management or supervision necessary to the accomplishment of the work under this contract.

- b. MANUFACTURER: a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the contractor of incorporation into the Project.
- c. SUPPLIER: a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the MBE must engage in as its principal business and in its own name, the purchase and sale of the products in question. A supplier of such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this section.
- d. SERVICES: A business or individual that performs the furnishing of a professional service such as engineering, architecture, etc., and/or the furnishing of labor, time, or effort to a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

G. RESOURCE AGENCIES

The following is a partial list of agencies/offices, which may be contacted by prospective bidders to obtain names, addresses, specialties and other information concerning availability of MBEs in the local area. The DCSB currently accepts reciprocal certification from the City of Jacksonville and the State of Florida. Firms that you receive from the following resource agencies are not guaranteed automatic certification with the DCSB, and must be certified with the DCSB or a reciprocal agency, prior

to the bid opening. Contractors are urged to contact the DCSB Minority Business Affairs Office for confirmation status prior to submitting a bid, but are reminded that it is the Perspective bidder's responsibility to ascertain the ability and correct status of any sub-bidder.

**Duval County Public Schools
Minority Business Affairs Office**
4880 Bullsbay Highway
Jacksonville, FL 32219
(904) 858-4840 Telephone/(904) 858-1492 Fax

City of Jacksonville Equal Business Opportunity Office
Equal Business Opportunity Office
117 West Duval Street, Suite 335
Jacksonville, FL 32202
(904) 630-1165/(904) 630-2903

Florida Department of Transportation
Haydon Burns Building, Minority Programs
605 Suwannee Street Mail Station 65
Tallahassee, FL 32301-8064
(904) 488-3145

Jacksonville Transportation Authority
Contract Compliance Office
100 North Myrtle Avenue
Jacksonville, FL 32203
(904) 630-3181

Small Business Administration
7825 Baymeadows Way, Suite 100B
Jacksonville, FL 32256
(904) 443-1905

**State of Florida
Minority Business Advocacy and Assistance Office**
2012 Capital Circle SE, Hartman Bldg., Suite 100
Tallahassee, FL 32399-2152
(850) 487-0915 / (850) 922-6852 Fax
Website: MBAAO.fdles.state.fl.us

H. SUBCONTRACT CLAUSE

Bidders may count toward MBE goals only subcontractors, suppliers, manufacturers and sub-

consultants who are certified and hold the necessary license to do the work or provide the materials for which they are listed.

I. EVALUATION OF MBE PARTICIPATION

In order to count the MBE subcontract amount toward the MBE goal, the prime contractor will submit the MBE participation form, including, MBE contact phone number, quotation, description of work, materials, equipment or services, and the MBE affidavits certifying they have requested and received bid quotations from the MBE firms listed in their bid/proposal documents; the DCSB will attempt to confirm the contents of the submission by contacting the MBE firm by telephone or certified letter, return receipt requested, within two workdays after the date of letting.

1. The established goal shall be applied to the base bid value of the contract and be reflected in the monetary portion spent on subcontracts for consulting and construction services awarded to those MBEs meeting contracting specifications, unless otherwise specified.
2. Credit toward the MBE goal for Majority Bidders will be based on the percentage of work actually performed by MBEs.
3. Bidders may count toward MBE goals only subcontractors, suppliers, manufacturers and sub-consultants who are certified and licensed to do the work for which they are listed.
4. Bidders may count first and second tier subcontracts, toward the meeting of the established goals. If the subcontracting opportunity is second tier, please denote this in the left hand margin on **MBE FORM 1**. NOTE: Additional information may be requested as it pertains to these opportunities.
5. Bidders may count toward its MBE goals 60 percent of its expenditures for materials and supplies required under a contract and obtained from an MBE supplier, and 100 percent of all expenditures to an MBE manufacturer.

a. For purposes of this section, a

manufacturer is a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the bidder.

b. For purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

6. If a certified minority bidder bids as a prime contractor, he or she can meet the designated goal under his or her minority status. However, minority bidders are required to meet the goals of the remaining minority categories or show a good faith effort to do so.

7. Credit toward the MBE goal allowed for a joint venture with MBE will be determined by the percentage of ownership and control of the MBE participants in the joint venture. The eligibility of an MBE joint venture will be determined on a project-by-project basis. A joint venture must be certified as an MBE joint venture in order for the participation of the MBE partner to be counted toward the MBE goal requirement. The MBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the MBE partner must be responsible for a clearly defined portion of the work to be performed. *[Joint Venture Certification Applications are available upon request from the Minority Business Affairs Office. Joint Venture*

Certifications are required for each project the venture is looking to participate on.]

J. GOOD FAITH EFFORTS

Bidders who fail to meet the established goals set forth in Section D above are required to submit in writing with their bid all efforts that would demonstrate a Good Faith Effort in the solicitation of subcontractors to meet the MBE participation goals on this project. Those documents should be attached and submitted when using **MBE FORM 4** (MBE Unavailability Certification. See Section 00300). The following are examples of Good Faith Efforts to solicit certified MBEs:

1. Whether the bidder attended any pre-solicitation or pre-bid meetings that were scheduled to inform MBE's of contracting and subcontracting opportunities;
2. Whether the bidder advertised in general circulation, trade association, and minority focus media concerning the subcontracting opportunities;
3. Whether the contractor provided written notice to certified MBEs which perform the type of work in the local and surrounding area of the project, which the contractor intends to subcontract, advising the MBEs (1) of the specific work the contractor intends to subcontract; (2) that their interest in the contract is being solicited;
4. Whether the bidder followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested in participating in the Project;
5. Whether the bidder selected portions of the work to be performed by MBEs in order to increase the likelihood of meeting the MBE goals (including where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
6. The ability of the Bidder to perform the work with its own workforce will not, in itself, excuse a Bidder from making positive efforts to

meet the participation goal;

7. Whether the bidder provided interested MBEs with adequate information about the plans, specifications and requirements of the contract;
8. Whether the bidder negotiated in good faith with interested MBEs, not rejecting MBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. Good faith for zero participation will not be accorded much weight if any other qualified and a responsive bidder secures any participation in the same minority sub group;
9. Whether the contractor elected to subcontract types of work that match the capabilities of solicited MBEs;
10. For those quotations not accepted, an explanation of why the MBE will not be used during the course of the contract; receipt of a lower bid quotation from a non-MBE firm is not necessarily an excuse for not accepting a quotation from a certified MBE firm;
11. Whether the bidder made efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance required by the contractor, and;
12. Whether a bidder sought or used the services of available MBE community organizations, minority contractors' groups, Local, State and Federal Minority Business Assistance Offices, and other organizations that provide assistance in the recruitment and placement of MBEs.

Please note that other Good Faith Efforts may be indicated where appropriate. The DCSB may, if it deems advisable, require further information, explanation, or justification from any bidder/proposer. Also note that the DCSB has sole discretion to determine the adequacy of all Good Faith Efforts.

K. EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT

Bidders that fail to meet the participation goals may be required to submit additional information to assist the DCSB in determining if the bidder made acceptable good faith efforts to meet the goals. Failure to provide MBE FORM 4 and such additional information as may be reasonably required by the DCSB shall be considered grounds for rejection of the bid or proposal as nonconforming.

L. CONTRACT AWARD

The DCSB proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided the bidder has met the goals, or the bidder made an acceptable good faith effort to meet the goals established, consistent with the best interest of the DCSB. The DCSB will, in its solicitation of bids or proposals, inform competitors that the apparent successful competitor will be required to submit MBE participation information to the DCSB. For all contracts for which contract goals have been established, each bidder or proposer is expected to meet or exceed the stated contract goal or demonstrate that, despite its Good Faith Efforts, it could not meet the contract goal, as established in Section (J) above. The same may be modified, revised or amended from time to time, which criteria are by this reference incorporated herein as if set out in their entirety.

The apparent successful bidder must satisfy the DCSB that the bidder has made Good Faith Efforts to meet the MBE goals and to ensure that all MBEs have an equitable opportunity to compete for subcontracts. In assessing the "Good Faith Efforts" of bidders/proposers, to determine if they are eligible for a contract award, the DCSB will consider that efforts that are merely pro forma are not Good Faith Efforts. Also, efforts to obtain MBE participation are not Good Faith Efforts (even if sincerely motivated) if, given all relevant circumstances, they could not reasonably be expected to produce a level of MBE participation sufficient to meet the DCSB MBE goals.

Award of the contract will be conditioned upon submission of MBE participation information with the bid proposal and upon satisfaction of the contract goals or, if the goals are not met, upon demonstrating that Good Faith Efforts were made to

meet the goals. However, when evaluating competitive bids/quotes for the award in which the low bidder is otherwise responsive to specifications, but not attaining the MBE goals, the bid shall be awarded to the low bidder responsive to MBE goals, unless the base bid is more than ten percent (10%) or 125,000 (whichever is less) of the next low responsive, responsible bidder that complies with the DCSB MBE Policy.

The DCSB shall have absolute discretion to reject any bid or exclude a prospective bidder from submitting a bid that has been non-responsive to MBE program requirements without satisfactory justification accepted by the MBE program director.

M. POST AWARD REQUIREMENTS

1. After the award of the contract, failure on the part of the successful contractor to employ MBEs to fulfill the scope of work they were listed for at a percentage level equal to or higher than stated on MBE FORM 1, shall constitute a material breach of contract and default justifying termination.
2. Upon request of approval for a change order, the MBA office shall be notified. If it is for additional scope of work goals may be set accordingly.
3. Nothing contained herein shall be construed to require the successful bidder to award a subcontract to an MBE if it is not the lowest conforming bid.

N. REPORTING

The successful contractor awarded this project shall submit the following:

1. A monthly summary of actual MBE participation using **MBE FORM 5, on a monthly basis.**
2. An **MBE FORM 6, MBE CHANGE ORDER FORM, along with all proposal documents requesting a Change Order(s).**
3. A Project Summary is **required upon completion** that will include the original scope of the

project and any change orders. This summary should include the MBEs that participated on the project, the amount they were paid and any moneys owed them and the reason for them being withheld.

Failure to submit these documents in conjunction with the pay request shall result in a withholding of payment until the contractor has submitted the required documentation. Contractors are required to maintain records of the MBE summaries for three (3) years.

This information should be forwarded directly to:

Terrence Wright, Director
Minority Business Affairs
Duval County School Board
4880 Bulls Bay Highway
Jacksonville, Florida 32219
(904) 390-2536 Telephone (904) 390-2539 Fax

O. **PROMPT PAYMENT**

This contract shall contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments. Upon completion of the contract, the DCSB shall require documentation to certify that payments to such subcontractors or suppliers have been made.

This provision in no way creates any contractual relationship or obligation between any subcontractor and the DCSB or any liability on the DCSB for the contractor's failure to make timely payments to the subcontractor. However, any contractor's failure to comply with this provision shall constitute a breach of its contractual obligations with the DCSB contract.

P. **SUBSTITUTIONS**

If the successful contractor wishes to make a substitution of an MBE subcontractor or a joint venture, the bidder must:

1. Submit satisfactory written proof of "noncompliance" to the Director of the Office

of Minority Business Affairs and to the Assistant Superintendent of Facilities Services. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrates a material breach by the subcontractor of the contract between it and the successful contractor);

2. Not make any substitutions until all information submitted has been reviewed and approved by the Director of Minority Business Affairs;
3. Substitute a certified MBE in the same category, performing the same work, as the subcontractor being replaced, and;
4. Not contract for an amount lower than the amount submitted by the subcontractor being replaced;
5. Comply with all conditions of Article 5.2 of the General Conditions of the Contract for Construction.

Q. ADDITIONAL SUBCONTRACTING OPPORTUNITIES

1. All bidders shall incorporate the MBE participation, policy, conditions and instructions in all agreements, which offer further contracting opportunities, including but not limited to additive alternates and change orders.
 - a. Additive Alternates: If the trade is within those included in the base bid and an MBE was listed for that portion of the project, then the same MBE should be used for the alternate.
 - b. Change Order: If the trade is within those included in the base bid and an MBE was listed for that portion of the project, then the same MBE should be used for the alternate.
 - c. If the Change Order is within a different trade and presents further subcontracting opportunity beyond current subcontracting

trades, the prime contractor must utilize MBEs or demonstrate good faith efforts to further include MBE participation.

R. COMPLIANCE

All bidders or subcontractors participating in this project are hereby notified that failure to fully comply with the DCSBs MBE policy, as set forth herein shall constitute a breach of the contract, which may result in termination of the contract or other remedy as, permitted by law and policy and permitted by owner. Such sanctions may include but are not limited to the following: Firms/Persons violating the provisions of the DCSBs policy or who provide erroneous information are subject to:

1. Removal from the MBE Directory;
2. Removal from the City of Jacksonville Vendor List;
3. Withholding Retainage until the deficiency is remedied;
4. A negative evaluation of Good Faith Effort on future projects for up to two (2) years;
5. The City's Municipal Code or Florida Statutes.

The terms of this document shall survive the awarding of the bid and shall be incorporated in the terms and conditions of the subsequent contract between the parties.

End of Section

PROPOSED SCHEDULE OF MBE PARTICIPATION

Name of Contractor / Architect/Engineer:					
Project Title:			Project No.:		
Date:			Base Bid Amount:		
MBE Code	MBE Firm Name	Phone #	Scope of work to be subcontracted (Indicate if the contract will include labor and material)	Dollar Value	If Certified with a Reciprocal Agency (Name Agency)

MBE CODE	CODE DESCRIPTION	TOTAL DOLLAR VALUE [\$]	PERCENTAGE OF BASE BID %
AA	AFRICAN AMERICAN PARTICIPATION		
HANA	HISPANIC, ASIAN, NATIVE AMERICAN PARTICIPATION		

WBE	WOMEN OWNED PARTICIPATION		
TOTAL	MINORITY PARTICIPATION		

The undersigned will enter into a formal Agreement with the MBE firms (Subcontractors/Proposers) identified herein for work listed in this schedule conditioned upon execution of a contract with the Duval County School Board. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts as revealed to the DCSB herein, are true to the best of my knowledge and beliefs.

Signature: _____

TITLE: _____

Date: _____

MBE Form 1

**PROPOSED SCHEDULE OF MBE PARTICIPATION
(ON ALTERNATE NO. _____)**

Name of Contractor/Consultant:					
Project Title:			Project No.:		
Date:			Base Bid Amount:		
MBE Code	MBE Firm Name	Phone #	Scope of Work to be Subcontracted (indicate if Contract includes Labor & Material)	Dollar Value	If Certified with a Reciprocal Agency (Name Agency)

MBE Code	Code Description	Total Dollar Value (\$)	Percentage of Base Bid (%)
AA	African-American Participation	_____	_____
HANA	Hispanic, Asian, Native American Participation	_____	_____
WBE	Women-Owned Participation	_____	_____
TOTAL	Minority Participation	_____	_____

The undersigned will enter into a formal Agreement with the MBE firms (Subcontractors/Proposers) identified herein for work listed in this schedule conditioned upon execution of a contract with the Duval County Public Schools.

Signature: _____ Title: _____

Under penalties of perjury, I declare that I have read for foregoing conditions and instructions and the facts as revealed to the DCPS herein, are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____

LETTER OF INTENT TO PERFORM AS AN MBE SUBCONTRACTOR/PROPOSER

TO: _____
(The name of General Contractor/Consultant)

DCSB PROJECT NAME & NUMBER _____

The undersigned intends to perform work in connection with the above project as (check one):

an individual a corporation a partnership a joint venture

The status of the undersigned is confirmed on the attached **MBE Identification Affidavit** (MBE FORM 2A).

The undersigned is prepared to perform the following work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

at the following price: \$_____. Of which, _____ Percent (%) of the dollar value of this subcontract will be sublet and/or awarded to non-minority subcontractors.

The undersigned agrees to enter into a formal Agreement with you to perform the above work, if you are awarded the prime contract. **(For Professional Services contracts, proposers need not enter into contractual agreements with any MBE at this time.)**

_____	_____	_____
(Date)	(Telephone Number)	(Fax Number)
_____	_____	
(MBE Firm Name)	(Type or Print Name)	
_____	_____	
(MBE Firm Address)	(Signature)	
_____	_____	
(City State & Zip Code)	(Title)	

MBE IDENTIFICATION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____

(Give Title: Owner, President and duly authorized representative of Co-Venturer, etc.)

_____ whose
(Name of Firm)

Address is _____
(Address)

I hereby declare and affirm that I am a Minority-Owned Business Enterprise (MBE) as defined by the contract documents cited below, and that I will provide on request information to document this fact.

This firm is interested in quoting/bidding on the following categories of work being procured by the Duval County School Board under Project No. _____.

(Specify in detail, work items or parts thereof to be performed)

Attachment

Under penalties of perjury I declare that I have read the foregoing conditions and instruction and the facts are true to the best of my knowledge and beliefs.

(Date)

(Signature)

(Title)

MBE Form 2A
Revised 8/97

MBE UNAVAILABILITY CERTIFICATION

I, _____, _____
(Representative's Name) **(Representative's Title)**

of _____ certify that on the dates below, I or my
(Firm Address)
firm invited the following MBE Subcontractor(s) to bid/quote work items to be
performed on _____.

(DCSB Project Name)	(Project No.)	
Date of Request	Minority-Owned Business	Work Items Sought
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following MBEs did not bid in response to the invitations:

_____	_____	_____
_____	_____	_____

The following MBEs submitted bids that were not accepted:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Under penalties of perjury I declare that I have read the foregoing conditions and instruction and the facts are true to the best of my knowledge and beliefs.

(Date) **(Signature)** **(Title)**

MBE Form 4
Revised 8/97

MBE MONTHLY REPORT Please submit a copy to each department: 1) Facilities Planning & Construction, 5th Floor, 1701 Prudential Drive, Jacksonville, FL 32207, and 2) Minority Business Affairs Office, 4880 Bulls Bay Highway, Jacksonville, FL 32219

Name of Contractor / Consultant:				
Project Title:			Project No.:	
For the Time Period of:		Total Contract Amt:	Contact Person:	Phone#:
Type of Project: <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Construction Management <input type="checkbox"/> Annual Contract if Annual, please note Activation No.: _____				
MBE Code	MBE Firm Name	Scope of Work	Monthly Payments	Cumulative Payments

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____ %

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

 Date Signature Title

- NOTES:**
1. CONTRACTOR SHALL ATTACH TO THIS FORM A TYPEWRITTEN EXPLANATION OF ANY DIFFERENCES IN MBE PARTICIPATION BETWEEN THIS FORM AND MBE FORM 1, INCLUDING AN ACCOUNTING FOR ANY CHANGES IN MBE FIRMS EMPLOYED.
 2. **THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS. IN ADDITION, PLEASE SUBMIT A COPY OF THIS FORM DIRECTLY TO THE FACILITIES PLANNING & CONSTRUCTION OFFICE AND THE MINORITY BUSINESS AFFAIRS OFFICE OF DUVAL COUNTY PUBLIC SCHOOLS.**

MBE FORM 5
 Revised 8/2000

MBE CHANGE ORDER PARTICIPATION FORM

Name of Contractor/Consultant				Change Order No.:	
Project Title:				Project No.:	
Date:			Project No.:		
In this chart, indicate <u>all</u> subcontractors scheduled to work on this Change Order (Both MBE and Non-MBE). Please indicate if it is an Additive (+) or Deductive (-) Change Order.					
MBE/ Non- MBE	Firm's Name	Phone #	Scope of Work to be subcontracted (indicate if the contract will include labor & material)	Dollar Value of Change Order	If Certified with a reciprocal agency (Name Agency)

MBE Code	Code Description (Participation)	Total Dollar Value [\$]	Percentage of Base Bid [%]
AA	African-American	_____	_____
HANA	Hispanic, Asian, Native American	_____	_____
WBE	Women-Owned	_____	_____
TOTAL	Minority	_____	_____

Please attach the justification letter to this form along with any necessary backup data.

ADDITIONAL INFORMATION:

Signature: _____

Title: _____

MBE FORM 6 Revised 5/01

DCPS VPO PURCHASE ORDER REQUISITION FORM

Date: _____	DCPS PO# _____	
DCPS Project Name: _____	Ship To Address: _____	
DCPS Project #: _____	Address	
Contractor: _____	Contractor Tel: () _____	
Contr. Project #: _____	Contact Person: _____	
Address _____	Delivery Date: _____	
Address _____	Fax Number () _____	
SubContractor: _____	SubContr. Tel: () _____	
SubContr.Project #: _____	Contact Person: _____	
Address _____	Delivery Date: _____	
Address _____	Fax Number () _____	
Vendor/Supplier _____	Vendor Tel: () _____	
Project #: _____	Contact Person: _____	
Address _____	Delivery Date: _____	
Address _____	Fax Number () _____	

ITEM#	DESCRIPTION	UNIT	AMOUNT	TOTAL AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Please submit quote from Vendor/Supplier with PO Requisition FL			SubTotal	\$0.00
			Sales Tax	\$0.00
			Total	\$0.00

Important Note: It is imperative in the interest of prompt payment that all original invoices be sent directly to Duval County Public Schools, Attn: Facilities Business Office, 1701 Prudential Drive, 5th Floor, Jacksonville, FL 32207. All invoices must reference the Project Name, Number and DCPS Purchase Order Number.

Requested by: _____	
Verified by: _____	Contractor
Approved by: _____	Project Manager

Duval County Public Schools---- Office of Facilities Planning and Construction

Instructions: Submit three (3) originals of this form with proper back-up and a letter from A/E indicating who initiated each item of the change order and A/E's concurrence as to price and time extension (if any).

**DUVAL COUNTY PUBLIC SCHOOLS
CONSTRUCTION CHANGE ORDER**

DCPS PROJECT:		CHANGE ORDER #:	
ARCHITECT/ENGINEER:		DATE:	
TO: CONTRACTOR ADDRESS		PROJ. #	
		A/E JOB #:	

Your Proposal Dated _____ Has Been Accepted For Making The Following Changes:

DESCRIPTION OF PROPOSED CHANGE:	DECREASE	INCREASE
SUBTOTAL:		
TOTAL INCREASE/ (DECREASE) :		

THE ORIGINAL CONTRACT SUM WAS :	
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS :	
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS :	
THE CONTRACT SUM WILL BE INCREASED/ (DECREASED) BY THIS CHANGE ORDER :	
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE :	
THE CONTRACT TIME WILL BE (INCREASED) (DECREASED) (UNCHANGED) BY	DAYS
THE DATE OF SUBSTANTIAL COMPLETION THEREFORE IS :	

Architect _____
 By: _____
 Date: _____

Contractor _____
 By: _____
 Date: _____

**Duval County School Board
Owner** _____
 By: _____
 Date: _____