

**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
May 5, 2021

PURCHASING CONTACT & TELEPHONE:
Travis Thrash: 850.469.6207
Email: tthrash@ecsdfi.us

BID TITLE:
Exterior Door Replacement

BID NUMBER:
#211703

BID OPENING DATE & TIME:

Thursday, May 27, 2021 at 2:00 p.m., CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County (the District), Florida, solicits your company to submit a Bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All Bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the District's Purchasing Office at 75 North Pace Boulevard, Pensacola, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed Bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the Bid Opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE, BY AN AUTHORIZED AGENT OF THE BIDDER, IS REQUIRED ON THIS FORM. DIGITAL OR ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:)

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this solicitation is to contract services to replace eight (8) commercial, hurricane-rated exterior doors at three (3) locations within the Escambia County School District. Services will include replacement of door, frame, hardware, and other related materials as needed. Multiple Bidders may be awarded. The successful Bidder(s) will be responsible for providing labor, equipment, and all materials needed to complete the project. All materials and work shall comply with all local, state, and federal regulations such as the rules concerning State Requirements for Educational Facilities, the American National Standard for Buildings and Facilities ANSI A117.1, and the Americans with Disabilities Act of 1990 (Federal Register 28 CFR Part 36, July 26, 1991).

Only Bidders who attended the mandatory Pre-Bid conference and site visits held on Wednesday, May 12, 2021 will be permitted to participate in this solicitation.

CALENDAR OF EVENTS	
ITB Posting Date	Wednesday, May 5, 2021
Mandatory Pre-Bid Conference (See Page 8)	Wednesday, May 12, 2021 at 8:00 a.m., CST
Deadline for Questions (See Pages 5, 6, 9 and 10)	Tuesday, May 18, 2021 at 4:30 p.m., CST
Answers to Questions and Any Addendums Posted By (See Pages 9 and 10)	Thursday, May 20, 2021 by 4:30 p.m., CST
Bid Opening (See Page 1)	Thursday, June 3, 2021 at 2:00 p.m., CST
Bid Evaluation	Tuesday, June 8, 2021 at 2:00 p.m., CST
School Board Approval – Agreement Award Date	Tuesday, July 20, 2021
Agreement Commencement Date	Wednesday, July 21, 2021

II. GENERAL TERMS AND CONDITIONS

NOTE: The term “Bidder”, “Contractor”, or “Vendor” as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder’s Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Bids only, details concerning pricing or the offering will not be announced. All Bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date, whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other

material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3)

all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

- L. LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this Bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.

- Q. DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free

workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.

- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardee(s) for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District. The School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this Bid or to be provided at the Bidder's option should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and be clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.
- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Bid in its entirety or in part, and to waive minor irregularities if the Bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services, and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to

the attention of the designated Purchasing Agent in writing **by Tuesday, May 18, 2021 at 4:30 PM, Central Time**. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the Bid Opening date will not be binding. The District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the District's Purchasing Website at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) work days prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Bid.

- W. BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Bid tabulations, recommendations, or notices will not be automatically mailed. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules.
- X. CONTACT:** All questions for additional information regarding this Bid **must be directed to the designated Purchasing Agent noted on page 1**. Prospective Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your Bid.
- Y. BID PREPARATION COSTS:** Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
- Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. ADDITIONAL TERMS AND CONDITIONS:** The District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. LICENSE:** Bidder must be licensed and bonded to do business in Escambia County and/or the State of Florida. Bidders must provide a copy of their business license with their response. A performance bond will not be required.
- B. BACKGROUND SCREENING REQUIREMENTS:** The successful Bidder(s) will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor(s) will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school

a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- C. COMPLIANCE WITH LAWS:** The Bidder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Bidder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- D. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement will be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- E. CONFLICT OF INTEREST:** The Bidder(s) affirm(s) that, to the best of its knowledge, there exists no actual or potential conflict between the Bidder(s) family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Bidder(s) will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- F. THE BIDDER(S) AS INDEPENDENT CONTRACTOR(S):** The Bidder(s) will have sole control over the manner and means of providing the services performed under this Agreement. The Bidder(s) relationship to the District under this Agreement will be that of an Independent Contractor. The Bidder(s) will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Bidder(s) is/are responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

- G. COVENANT AGAINST CONTINGENT FEES:** The Bidder(s) warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District will have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- H. EX PARTE COMMUNICATION:**
 - 1. Ex parte communication, whether verbal or written, by any potential Bidders or representatives of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
 - 2. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.

3. Any current meetings the Bidder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the Bid.
4. Questions regarding this Bid must be directed to the Purchasing Agent listed on page one (1) within the timeframe provided for clarifications and interpretations in the General Terms and Conditions section (Section II.V.) which can be found on pages five (5) and six (6) of this bid document.

I. **EXAMINATION OF RECORDS:** The Bidder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Bidder involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.

J. **RESPONSE TIME FOR SERVICE WARRANTY CALLS:** Awarded Bidder(s) shall provide warranty service for work performed, frames, doors, and hardware for one (1) year upon date of acceptance of invoice by the District. Bidder's warranty shall cover any defects in material and/or workmanship at no cost to the District. Awarded Bidder(s) must be able to respond to service calls within a three (3) hour period, during normal business hours, after receiving a request from the District. Bidder(s) must provide emergency contact information for warranty service on Page 15.

K. **DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the Bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).

L. **INVOICING AND PAYMENTS:** Upon completion of a school location, a detailed invoice shall be submitted to the District's Director of Maintenance or designee. All invoices must reference the District's purchase order number and school name. Invoices will **not** be approved for payment until the location has been inspected and accepted by the Director of Maintenance or designee.

M. **MANDATORY PRE-BID CONFERENCE:** There will be a **Mandatory** Pre-Bid Conference held at the District's J. E. Hall Center located at 30 East Texar Dr. Pensacola, Florida 32503 on **Wednesday, May 12, 2021 from 8:00 AM to 1:00 PM, Central Time in the Maintenance Conference Room.** The purpose of this Conference is to review the Invitation to Bid (ITB). Site visits will also be held at the locations listed in section V.A. Pricing (Page 14) immediately following the conference to allow for the inspection of doors to be replaced. The Bidder(s) may choose to return to the sites individually for a second inspection. If electing to do so, the Bidder must make an appointment with the Maintenance Department, or designee, who shall be present at all times during these individual inspections. The Bidder(s) may not tamper with the units in any way during the Pre-Bid Conference.

Bids will **only** be accepted from the Bidders who attend the **MANDATORY** Pre-Bid Conference and school site visits. Due to limited space, the maximum number of attendees from one (1) entity will be limited to two (2).

N. **SUBMISSION REQUIREMENTS:** All documents listed below must be returned in their entirety. **Failure to return all pages of the entire document or any of the items listed below may result in your Bid not being accepted.** Once accepted, all originals and any copies of Bids become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. Modifications or alterations to this ITB document are prohibited and will result in the rejection of your Bid.

1. **The entire ITB document (Pages 1 - 31) must be returned when offering.** The signature on the first page must be an original signature. No fax or email documents will be accepted.

In the event that the Bidder makes an error on entering any information and enters a correction, the Bidder must initial the change(s). Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Bid.

2. **Return your original Bid and three (3) copies.** The copy must be a photocopy of your original Bid and there shall be no difference in the ITB document or attached enclosures. Any difference or failure to include ITB attachments in both sets may cause your Bid to be rejected. **Please mark copy "COPY". ITB documents may be printed double-sided with left margin, book-style binding.** Your original Bid and your three copies must be submitted in a sealed envelope which must be clearly labeled "**BID #211703 – EXTERIOR DOOR REPLACEMENT**" on the outside of the package.
3. Copy of Bidder's current business license. Pending licenses will **NOT** be accepted.
4. **Section V. Pricing and Award Criteria:** This section must be completed **in its entirety**, with the possible exception of Section V.B.4. – Professional References. Failure to return this section will result in your Bid not being accepted.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with your Bid. Failure to return this form will result in your Bid not being accepted. Refer to Attachment A.
6. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with your Bid. Refer to Attachment B. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
7. **Escambia School District Public Records Addendum:** This form must be initialed and returned with your Bid. Refer to Attachment C.
8. **Drug Free Workplace:** This form while not required, will be a determining factor in award between two Bids equal in price, quality, and service. If submitting, this form must be signed and returned with your Bid. Refer to Attachment D.
9. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with your Bid. Refer to Attachment E.
10. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with your Bid. Refer to Attachment F.
11. **Bidder's Statement of Principal Place of Business:** This form must be completed per the included instructions and returned with your Bid. See Attachment G.
12. Bidders who have no prior work history with the District should submit with their Bid a list of three (3) professional references. By providing contact information for these professional references, the Bidder authorizes the District to contact and obtain opinions of work performed by the Bidder which may be used in determining award. Bidder should contact each reference to ensure they are aware that they are being used as a reference. See section V.B.4 on page 15.

A Submission Checklist has been provided in Attachment J (Page 31) to assist Bidders in ensuring that their respective Bid includes all of the required documents and attachments. Faxed or emailed documents will **not** be accepted. All Bids must be received no later than **Thursday, June 3, 2021 at 2:00 p.m., CST**. The Bidder is responsible for the timely delivery of the Bid to the following address: Escambia County School District, Purchasing Department, **Attention: ITB #211703 – Exterior Door Replacement**, 75 North Pace Blvd., Pensacola, FL 32505. Once accepted, all originals and any copies of Bids become the sole property of the District and may be retained or disposed of by the District in any manner in which the District deems fit.

- O. **BID COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended the Bidders send questions using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this Invitation To Bid (ITB) is

Tuesday, May 18, 2021 at 4:30 p.m., Central Time. All changes in the specifications contained within this ITB will be made by Addendum. All Addendums concerning this ITB will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>.

It is the sole responsibility of each Bidder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage on **Thursday, May 20, 2021 by 4:30 p.m., Central Time.**

All inquiries regarding this ITB should be addressed to:

Travis Thrash, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: tthrash@ecsdfl.us
Phone: 850-469-6207

In order for the District to ensure fair and equal treatment of all participating Bidders, the above named individual is the District's only designated representative for this ITB. Bidders shall contact this representative for all information regarding this ITB. **Bidders who contact any other District employee regarding this ITB are subject to disqualification from participating in this solicitation.**

P. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists (Attachment E) form included within this solicitation. Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.

Q. E-VERIFY: Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees

hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

R. MISCELLANEOUS:

1. The District will not be liable for any cost incurred in the preparation of Bids.
2. The submission of a Bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The Bidder shall furnish the District such additional information as the District may reasonably require.
4. The District reserves the right to reject any and all Bids, and the right, in its sole discretion, to accept the Bid it considers most favorable to the District's interests. The District further reserves the right to reject all Bids and to seek new Bids when such a procedure is reasonable and in the best interest of the District.
5. The District reserves the right to waive any of the conditions or criteria set forth in this Invitation To Bid (ITB).
6. The contract cannot be assigned to a sub-contractor without the prior written approval of the School District of Escambia County.

IV. SCOPE OF WORK AND SPECIFICATIONS

The Bidder will be responsible for all labor, equipment, materials and other supplies as needed to complete the work. The Bidder **shall** follow the ECSD Minimum Specifications and Requirements for Steel Doors and Frames. Refer to Attachment H, *Section 08110 – Steel Doors and Frames*, for additional details. The Bidder shall also comply with the Scope of Work and Specifications listed in this section (see pages 11 – 13) and the specifications listed in Attachments H and I.

The District will be responsible for disconnection/reconnection of the card reader devices. Prior to commencing work, the awarded Bidder(s) shall coordinate with and direct any questions or concerns to the District's Locksmith/Carpenter Shop Leader, Mr. Jeff Hadley, at 850-469-5481. The District reserves the right to visit each location and inspect door and hardware materials prior to the commencement of work.

A. SCOPE OF WORK:

1. Bidder shall report to the school's main office upon start of work each day.
2. Bidder will be restricted to the immediate area of work. Bidder shall be responsible for maintaining a clean and safe environment. Bidder shall be responsible for the removal of all debris from the work site on a daily basis. District dumpsters will **not** be used for disposal.
3. Bidder shall be responsible for the proper use and disposal of hazardous materials used during the project. All federal and state laws, rules, and regulations must be observed including but not limited to EPA and OSHA requirements. **If asbestos, lead, and/or other hazardous materials are discovered, Bidder shall immediately stop work and report findings to the Locksmith/Carpenter Shop Leader.**
4. The School District will not be responsible for any material, equipment, or supplies left at the work site. Bidder shall make provisions to **secure** the building, all equipment, material, and supplies on a daily basis.

5. Bidder will be responsible for all surface preparation needed for door replacement. Bidder shall report damaged surfaces, deemed unacceptable, to the Locksmith/Carpenter Shop Leader.
6. Inspections shall be conducted by the Locksmith/Carpenter Shop Leader or their representative. No work shall proceed from one building, or location, to another until the completed work has been inspected and accepted by the District.
7. Bidder shall protect all plants, shrubbery, flowers, and trees from damage.
8. Bidder shall commit to a start and completion date. Unjustified delays and poor workmanship shall be considered as default and grounds for termination of contract.
9. Weekly progress reports will be submitted to the District's Locksmith/Carpenter Shop Leader to advise on the progress of the project and report any delays due to inclement weather. Completion dates will be adjusted accordingly.
10. Awarded Bidder(s) shall coordinate with the Locksmith/Carpenter Shop Leader regarding the retrieval of existing door hardware.
11. **If there is any spray painting or masonry to be cut, Bidder shall encapsulate door area to reduce spreading paint or dust into the facility.**
12. Bidder shall coordinate work schedule with the School Principal and the Locksmith/Carpenter Shop Leader prior to beginning work.

B. SPECIFICATIONS:

Bidder shall comply with the ECSD Minimum Specifications and Requirements for Supplying Material or Performing Work for the District Doors, Locks, and Other Related Materials and Workmanship and Items 1 – 21 listed below. **** Substitutes for specified hardware materials are NOT allowed ****

Non-compliance with any ECSD Minimum Specifications and Requirements listed in Attachment H and in Section IV.B. (Pages 12 – 13) without written authorization from the District shall constitute a default and breach of contract.

1. All doors to be replaced are marked on FISH (Florida Inventory of School Houses) drawings: **Attachment I.**
2. Any and all mullions used should be the removable type, unless specified for keyed removable - Von Duprin KR9954. (Falcon I/C - 7 pin cylinder)
3. All door closers are to be mounted with parallel arm brackets. (Preference: LCN P4041 XP)
4. Panic hardware is to be keyed access and A.D.A. approved, 630 finish. Pull Handle and NO THUMB PIECES. (Preference: Von Duprin 98NL-990NL Trim)
5. No vertical rod hardware to be installed unless approved by District Locksmith Dept. (Preference: Von Duprin 9827NL-990NL Trim)
6. All thresholds should be heavy duty A.D.A. approved, set in a bed of sealant, and full depth of the door frame.
7. Door stops, drip caps (if not covered by awning), and sweeps should be on all doors.
8. No mortise panic devices.
9. All locks provided are to be Falcon I/C, 7-pin acceptable.
10. All lock cylinders are to be Falcon I/C, 7-pin.
11. Bidder to provide temporary construction core.
12. Gauge of metal and galvanize will be tested. (16 ga, A60 coating)
13. All frames to be grouted while in door opening with 1107 Grout.

14. All window glass shall be impact resistant unless otherwise specified.
15. Prior to hanging doors, the bottom stile shall be painted.
16. Bidder shall be responsible for painting doors and frames to match existing color. Bidder shall have mildacide added to paint products.
17. All work must meet Local, State, Federal, and School District building codes.
18. Bidder must use H rated doors with impact resistant glass unless otherwise specified.
19. All doors are to be 3'0 x 7'0 unless otherwise specified.
20. Bidder **must** repair wall and floor tile if damaged during construction.
21. Caulk around door frames with NP1 or Sikaflex caulk.

V. PRICING AND AWARD CRITERIA

- A. **PRICING:** Each location will be priced individually so that payment may be made upon final District inspection and approval of the location. Award will be based on low price for each location **or** overall lowest price for all locations. Multiple Bidders may be awarded. **The District reserves the right to deduct locations or modify the scope of work per location for budgetary purposes. The District also reserves the right to evaluate Bidders on past performance. Please indicate below the price per location and the estimated length of time required to complete work per location. Specific start dates and times will be coordinated with the District's Locksmith/Carpenter Shop Leader upon Bid award.**

Item No.	Location and Description	Pricing and Completion Time
1.)	Ferry Pass Elementary Main Building - Southeast Exit Facing Cafeteria Building One (1) Opening	<p>Location Price: _____</p> <p>Expected Number of Days Required for Completion: _____</p>
2.)	Beulah Elementary Main Building - Main Entry Doors Both Sides of Admin Office Two (2) Openings	<p>Location Price: _____</p>
	Main Building - South Exit Exit to Courtyard by Room #16 One (1) Opening	<p>Expected Number of Days Required for Completion: _____</p>
3.)	Ferry Pass Middle Main Building - Northeast & Southeast Exits Two (2) Openings	<p>Location Price: _____</p>
	Main Building - East Exits Both Sides of Admin Office Two (2) Openings	<p>Expected Number of Days Required for Completion: _____</p>
OVERALL TOTAL PRICING (ALL LOCATIONS):		_____

B. ADDITIONAL BIDDER INFORMATION

1. Please provide emergency contact information for warranty service per Section III. J. on Page 8.

2. Please state discount credit for prompt payment, if any, on the line below:

3. Does your company accept Visa-based Purchasing Cards?

Yes No

4. Has your company done business with the District before? If so, how many years?

5. If your company has no history of doing business with the District, please provide, three (3) professional references with phone numbers and email addresses. Attach an additional sheet, as necessary.

A. _____

B. _____

C. _____

6. Please list the name and location of Bidder's door and hardware supplier and metal fabrication shop below. The hollow metal supplier shall have been in the business of fabricating hollow metal for a period of not less than five (5) years and shall maintain an office and warehouse within fifty (50) miles of the District's Maintenance Department office at the JE Hall Center, 30 East Texar Drive, Pensacola, Florida 32503 to properly maintain and service the project after completion. If additional space is needed, please attach a separate sheet.

Name (Door & Hardware Supplier): _____

Location: _____

Name (Metal Fabrication Shop): _____

Location: _____

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME _____

SPONSOR AGREEMENT NUMBER OR PROJECT NAME _____

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) _____

SIGNATURE(S) _____ DATE _____

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT B

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSR, M,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

ATTACHMENT C
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Ellen D. Odom
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
04/05/21

Initials of Each Signatory:

ATTACHMENT D DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder's Signature: _____

ATTACHMENT E

**State of Florida
Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

ATTACHMENT F
State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone Number: _____		
Email Address: _____		

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

ATTACHMENT G

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of Bidder: _____

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

Identify the political subdivision (outside of Florida) in which Bidder has its principal place of business: _____

Proceed as follows: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. Please describe applicable preference(s) and identify applicable state law(s):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision. Please describe applicable preference(s) and identify applicable authority granting the preference(s):

Signature of out-of-state Bidder's Attorney: _____

Printed Name of Out-of-State Bidder's Attorney: _____

Address of Out-of-State Bidder's Attorney: _____

Telephone Number of Out-of-State Bidder's Attorney: _____

Email Address of Out-of-State Bidder's Attorney: _____

Bidder's Attorney's States of Bar Admission: _____

Proposer's Printed Name: _____ Signature: _____

ATTACHMENT H

SECTION 08110 - STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide steel doors.
- B. Provide steel door frames and interior view window frames.
- C. All exterior doors and frames shall be hurricane rated with impactglass.

1.2 SUBMITTALS

- A. Submit for approval samples, shop drawings, product data.
- B. Doors, frames, hardware, and steel frame components shall be as shown on shop drawings and schedules and shall be approved by the Architect before fabricating any material; this supplier shall submit complete shop drawings and schedules to the Architect for approval. Submittals are to include, but not limited to, location, size, swings, anchoring details, materials, vision lites and louvers. Architect may request samples or other additional information.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Test Reports and Labeling Compliance: Where fire-rated door openings are indicated or required, provide fire-rated door and frame assemblies that comply with N.F.P.A. 80-2000 "*Standards for Fire Doors and Windows*", and have been tested in accordance with ASTM E 152 "*Standard Methods of Fire Tests of Door Assemblies*". Testing shall have been at a facility operated by Underwriters Laboratories or Warnock-Hershey. A label showing compliance shall be attached to each frame and door in a location readily visible to inspecting authorities. Note: Fire-rated doors shall be factory prepared for hardware so that it maintains the fire rating.
- C. Supplier: To the greatest extent possible, obtain all doors and frames from one manufacturer. Hollow metal supplier shall have in his employ a Certified Door Consultant (CDC) or person of equal experience who will be available at reasonable times to consult with the Architect or Owner regarding the project. The hollow metal supplier shall have been in the business of fabricating hollow metal for a period of not less than five years.

1.4 MANUFACTURERS:

- A. Specifications apply to steel doors, steel door frames, steel frame components and architectural stick assemblies such as side-lites, borrowed lites, transom frames, and window walls as detailed on architectural plans and schedules. Manufacturer shall be one of the following:
 - 1. Steelcraft - Cincinnati, Ohio.
 - 2. Curries - Mason City, Iowa.
 - 3. Ceco Door – Milan, Tennessee

1.5 PACKAGING/STORAGE AND HANDLING:

- A. Doors and frames are to be shipped to the jobsite clearly marked in a manner easily correlated to the approved schedules and the architectural plans. Doors are to be provided in manufacturer's original cartons.
- B. Store doors and frames at the jobsite in an area protected from the weather. Do not store frames and doors in the open. Lay doors flat on wooden sills minimum of 4" from floor. Provide a 1/4" space between doors to promote air circulation. Do not stack other materials on top of doors. Avoid the use of un-vented plastic or canvas coverings that may create humidity chambers. If door wrapper becomes wet, remove carton immediately.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials and Finishes:
 - 1. Doors, frames, and frame components shall be manufactured from hot-dipped galvanized steel, G60 zinc coating conforming to ASTM specification A525.
 - 2. All doors, frames, and frame components shall be cleaned, phosphatized and finished as standard with one coat of baked-on rust inhibiting prime painted in accordance with the ANSI A224.1 "Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames."
 - 3. Doors and frame shall be cleaned, phosphatized and finished with a baked-on rust inhibiting primer in compliance with 200-hour salt spray and 500-hour humidity test in accordance with ASTM test method B117 and D1735.
- B. Construction of Doors:
 - 1. Doors shall be full flush fabricated from hot-dipped galvanized steel (see Materials and Finishes section above), 16-gage for 1 3/4" doors. Doors shall be reinforced, stiffened, sound deadened and insulated with impregnated Kraft honeycomb core completely filling the inside of the doors and laminated

to inside faces of both panels. Doors shall have continuous vertical mechanical interlocking joints at lock and hinge edges with visible edge seams. Doors shall have beveled (1/8" in 2") hinge and lock edges. Top and bottom steel reinforcement channels shall be 14-gage and spot welded within the doors. Hinge reinforcements shall be 8-gage for 1 3/4" doors. Lock reinforcements shall be 16-gage and closer reinforcements shall be 14-gage. Galvanized doors shall have galvanized hardware reinforcements. Adequate reinforcements shall be provided for other hardware as required.

2. Provide thermally improved doors with maximum U-value of 0.24 btu/hr/sq.ft./degree F (ASTM C236) for all exterior doors and elsewhere as noted.
3. **Door lite units shall be screw type, not snap in.**
4. Door lites shall not be more than half glass.

C. Construction of Frames:

1. Flush Frames: Flush frames shall be formed from 16-gage galvanized steel (see *Materials and Finishes* section B.6 above). Frames shall have 2" faces. Masonry frames shall typically have a 4" head with a 7'-0" door opening. Frames shall be set-up and arc-welded. Mitered corners shall have reinforcements with 4 integral tabs for secure and easy interlocking of jambs to head. Frames shall be supplied with factory-installed rubber bumpers, three (3) per strike jamb and two (2) per head for pair of doors. Frames for 1 3/4" doors shall have 8-gage steel hinge reinforcements, and frames shall be prepared for 4 1/2" x 4 1/2" standard or heavy weight template hinges. Strike reinforcements shall be 16-gage and prepared for an ANSI-A115.1-2 strike. Metal plaster guards shall be provided for all mortised cutouts. Reinforcements for surface closer shall be 14-gage steel. Galvanized frames shall have galvanized hardware reinforcements. Adequate reinforcements shall be provided for other hardware when required. Frames shall be furnished with a minimum of six wall anchors and two base anchors of manufacturer's standard design. Welded frames shall have a spreader bar securely welded to bottom of jambs. Spreader bar is for protection of frames during shipment and shall be removed before installing frames. Do not use this bar as an installation aid.
2. When specified, steel panels shall be 1 3/4" thick and made of same construction and materials as doors.
3. Frames for hurricane rated doors shall be 14-gage with heavy duty hinges.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Before installation begins, hollow metal supplier shall attend a pre-installation

conference with the Contractor, Installer and Architect to discuss the installation procedure and clarify any questions about the installation.

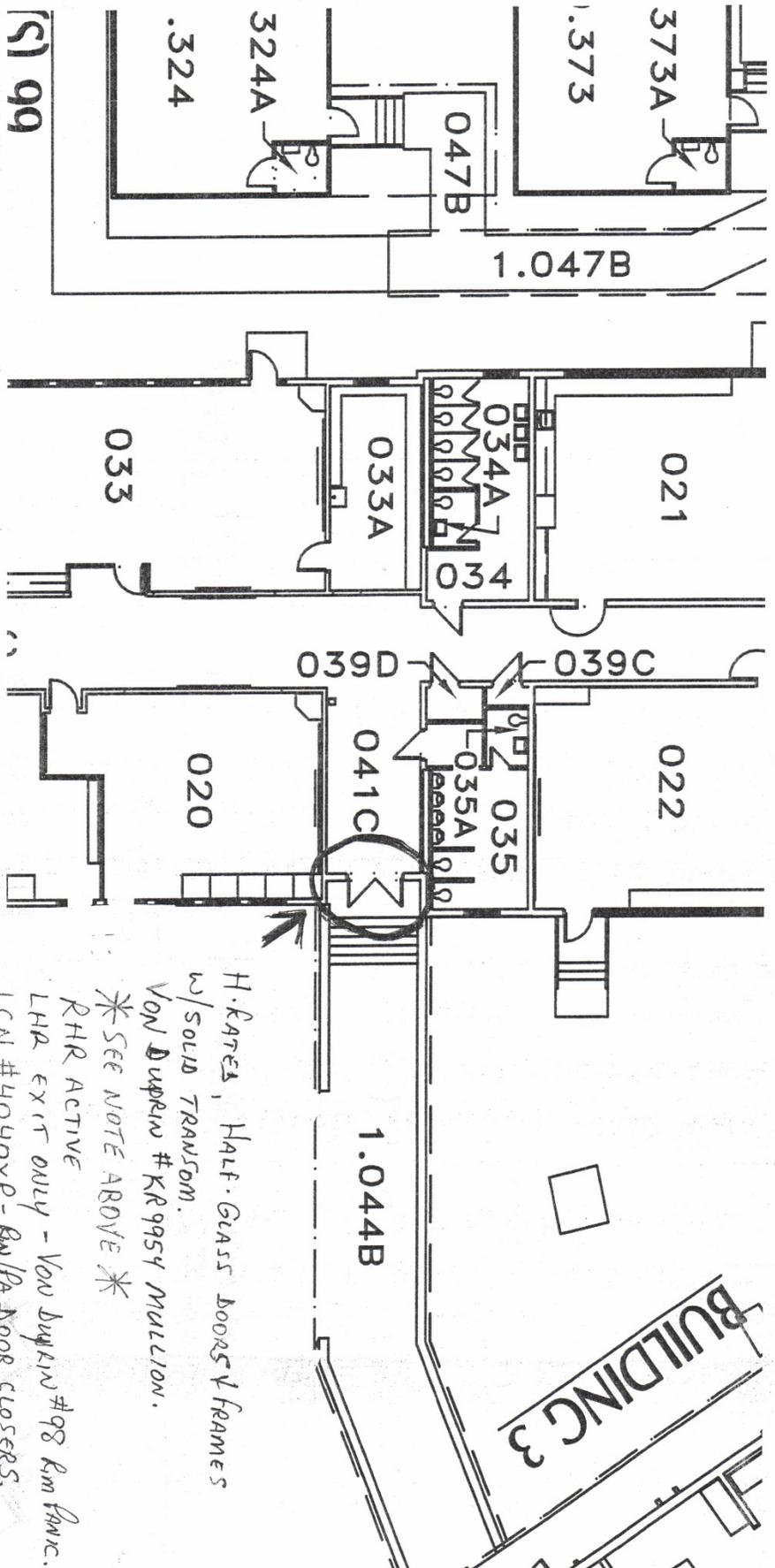
- B. Door and frames shall be installed in accordance with Door and Hardware Institute publication, "*The Installation of Commercial Doors and Steel Frames*" and manufacturer's instructions.
- C. Fill all frames in masonry walls with grout and caulk top and sides for proper sealing. Door frames shall be set in their designated opening before being filled with grout.
- D. Thresholds on exterior openings shall be embedded in a bed of sealant.
- E. Fabricate work to be rigid, neat and free from seams, defects, dents, warp, buckle, and exposed fasteners. Install doors and frames in compliance with SDI-100, NFPA 80, and requirements of authorities having jurisdiction.
- F. Touch-up damaged coatings and leave ready to receive finish painting.
- G. When installation is complete, the hollow metal supplier shall visit the jobsite and do a walk-through inspection with the Contractor and Installer. Check frames and doors for proper installation and inform Contractor and Architect of any discrepancies.

END OF SECTION

ATTACHMENT I

Ferry Pass Elem.

* EXISTING ELECTRIFIED EXIT DEVICE
MAY BE REUSED IF FUNCTIONAL. *



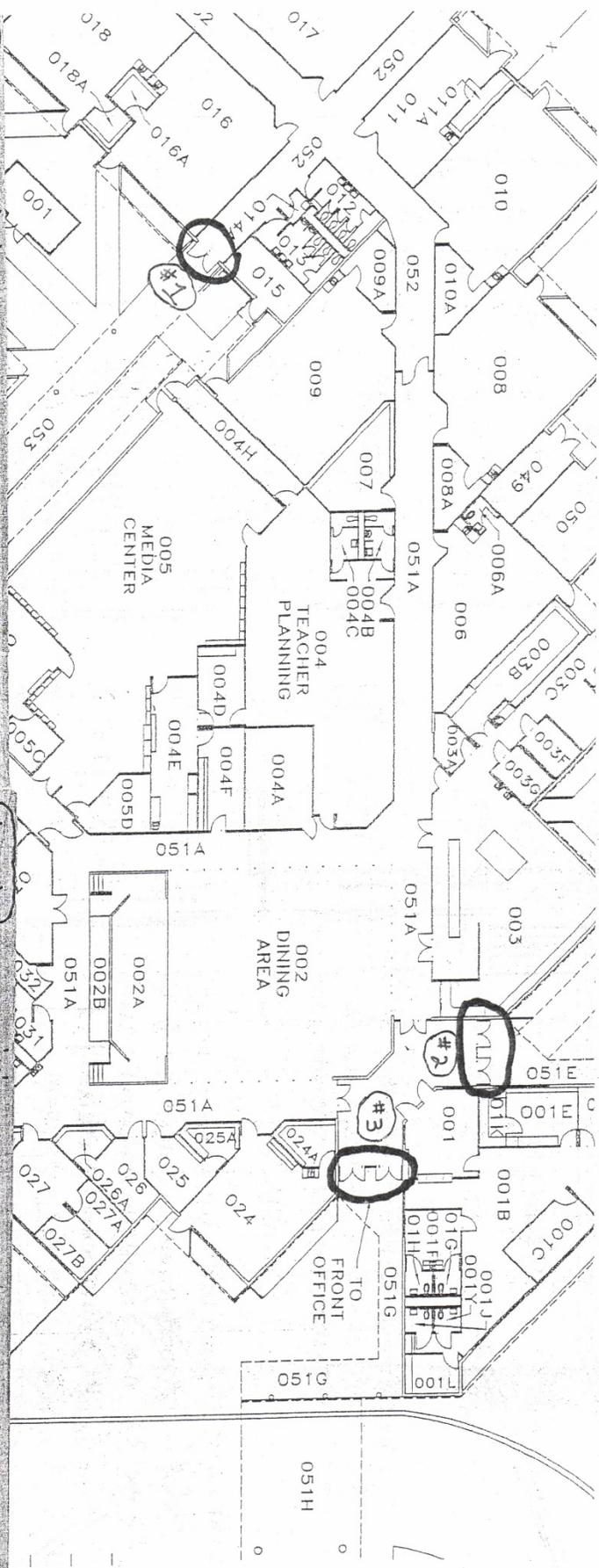
Building 1

BUILDING 3

H. RATES, HALF-GLASS DOORS & FRAMES
w/ SOLID TRANSOM.
Von Duprin # KR9954 MULLION.
* SEE NOTE ABOVE *
RHR ACTIVE
LHR EXIT ONLY - Von Duprin # 98 Rm frame.
LCN # 4040XP - Rm/Ra door closers.
NRP BALL-BEARING HINGES 32D 4.5" X 4.5"
IVES # FS18L DOOR STOPS.
NGP # 72CS WEATHERSTRIPPING
THRESHOLD # 425D / 1715
DOOR SWEEPS w/ 18" KICK-PLATE

BEULAH ELEM.

* EXISTING ELECTRIFIED HARDWARE
MAY BE RE-USED IF FUNCTIONAL. *



#1 Opening = H RATED HALF-GLASS DOORS & FRAMES.
 * You Dupain #98 Rim Panics
 Von Dupain #KR9954 MULIOW (FALCON 7-PIN)
 Len #4040XP - R/W/PA DOOR CLOSERS.
 NRP Ball Bearing Hinges 32B 4.5" x 4.5"
 IVES #FS18L DOOR STOPS
 THRESHHOLD #425 HD / #1715
 NRP #726S WEATHERSTRIPPING
 Door Sweeps w/1/2" Kick Plate

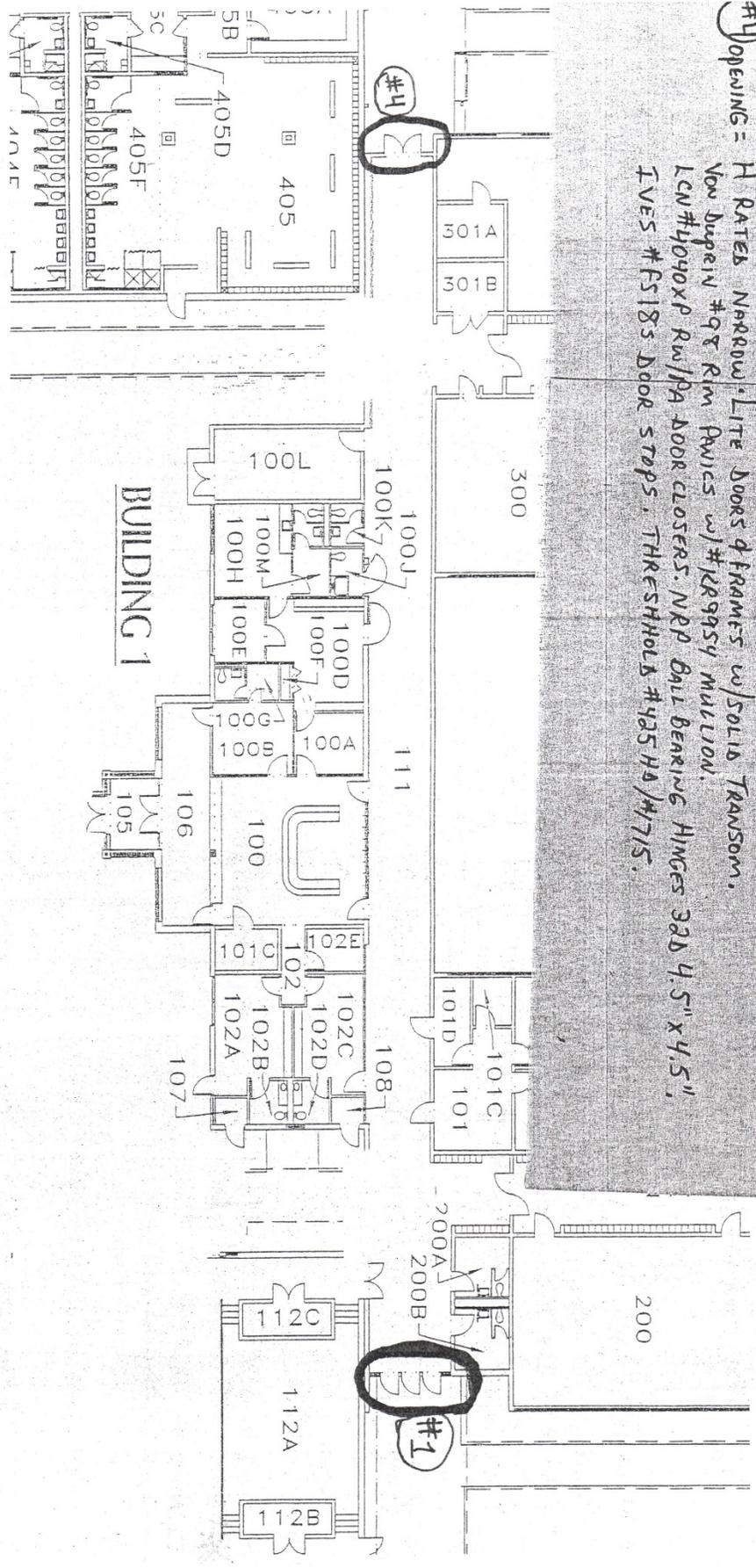
#2 - #3 OPENINGS = H RATED HALF-GLASS DOORS & FRAMES
 w/ CENTER TOP LITE; SOLID BOTTOM.
 * You Dupain #98 Rim Panics
 Von Dupain #KR9954 MULIOWS (FALCON 7-PIN)
 Len #4040XP DOOR CLOSERS.
 NRP Ball Bearing Hinges 32B 4.5" x 4.5"
 IVES #FS18S DOOR STOPS
 THRESHHOLD #425 HD / #1715
 NRP #726S WEATHERSTRIPPING
 Door Sweeps w/1/2" Kick plates.

#1 OPENING = IF POSSIBLE CREATE #2 PAIR OF DOOR IN THIS OPENING w/ SMALL CENTER LITE,

ENTRY PAIR & EXIT ONLY PAIR. H' RATES NARROW. LITE DOORS & FRAMES w/ SOLID TRANSONS. YOU SUPERN #98 RIM FRAMES w/ #KR9954 MILLIONS. #1 RHR ACTIVE DOOR. LCN #4040XP-RW/PA DOOR CLOSERS. NRP BALL BEARING HINGES 32D 4.5" x 4.5". IVES #FS185 DOOR STOPS THRESHHOLD #425 HA/1715. NRP #7265 WEATHERSTRIPPING DOOR SWEEPS w/ 1/2" KICK-PLATES.

#4 OPENING = H' RATES NARROW. LITE DOORS & FRAMES w/ SOLID TRANSON. YOU SUPERN #98 RIM FRAMES w/ #KR9954 MILLIONS. LCN #4040XP RW/PA DOOR CLOSERS. NRP BALL BEARING HINGES 32D 4.5" x 4.5". IVES #FS185 DOOR STOPS. THRESHHOLD #425 HA/1715.

* EXISTING ELECTRIFIED HARDWARE MAY BE RE-USED IF FUNCTIONAL. *



FERRY PASS MIDDLE

#2-#3

OPENINGS = H RATES NARROW-LITE DOORS & FRAMES w/SOLID TRANSPARENT SIDE LITES TO BE SOLID BOTTOMS & CLEAR VISION @ TOP.

*YOU SUPPLY #98 RIM FINICES w/#KR9954 MULTIONS. (FALCON 7-FIN) RHR ACTIVE.

LCN #404XP - RW/PA DOOR CLOSERS.

NRP BALL BEARING HINGES - 32D 4.5" x 4.5".

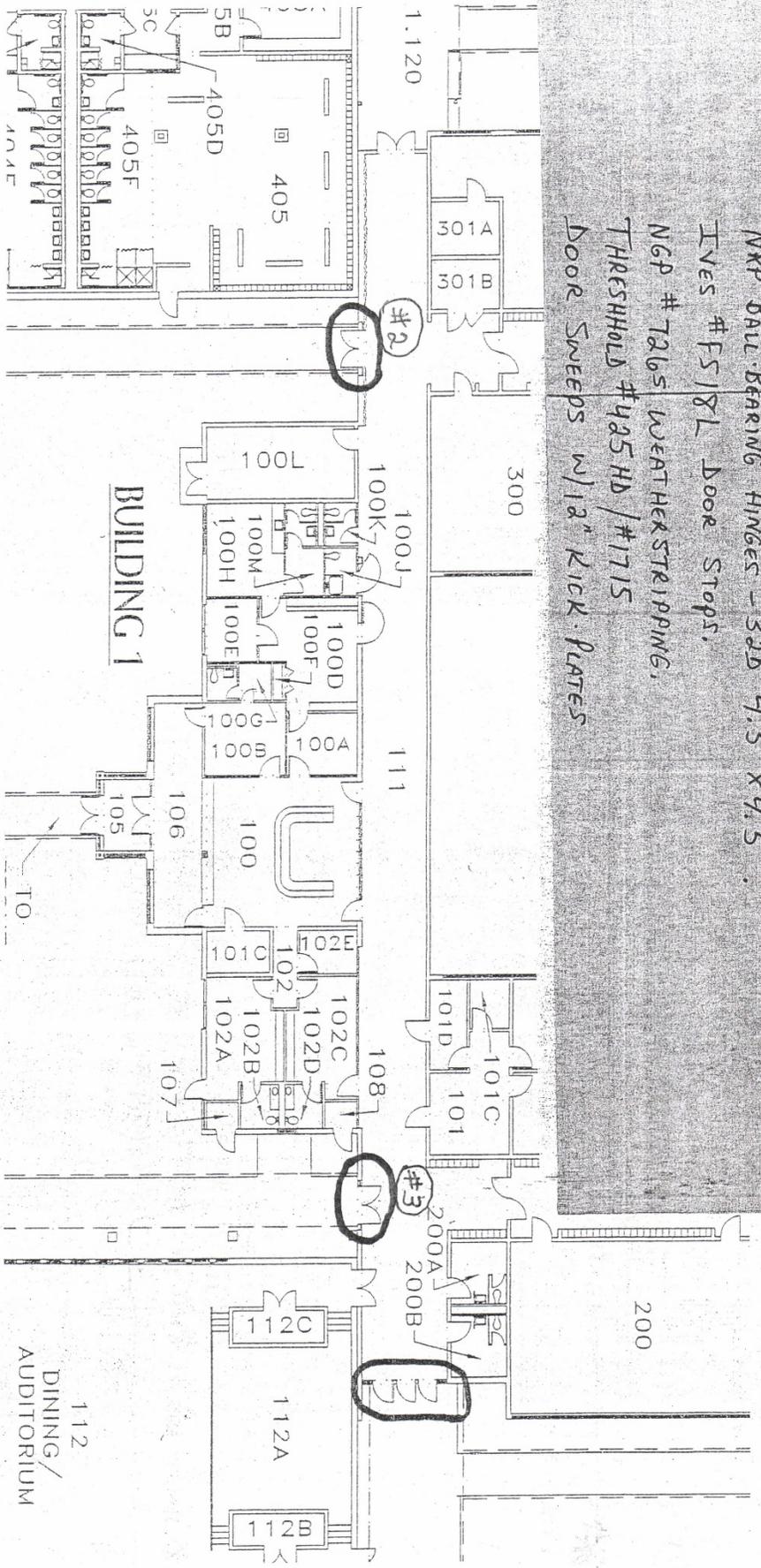
IVES #FS/8L DOOR STOPS.

NGP #726S WEATHERSTRIPPING.

THRESHOLD #425HD / #1715

DOOR SWEEPS w/12" KICK PLATES

EXISTING ELECTRIFIED HARDWARE MAY BE RE-USED IF FUNCTIONAL.



FERRY PASS MIDDLE

Attachment J Submission Checklist

Use this checklist to ensure that you have included all required items in your Bid. For specific submission instructions, refer to Section III. N. on Pages 8 – 9.

- _____ Complete Bid (Refer to Section III. N. on Pages 8 - 9) – **One (1), Manually-Signed Original and Three (3) Copies**
 - _____ Invitation to Bid (ITB) & Bidder’s Acknowledgement Form (Page 1)
 - _____ Section V. Pricing and Award Criteria (Pages 14 - 15)
 - _____ 1. Pricing – **Section A** (Page 14)
 - _____ 2. Additional Bidder Information - **Section B** (Page 15)
 - _____ 1. Emergency Contact Information for Warranty Service
 - _____ 2. Credit Discount
 - _____ 3. Purchasing Card Acceptance
 - _____ 4. Prior Business with the District
 - _____ 5. Three (3) References with Email Addresses and Phone Numbers (If Needed)
 - _____ 6. Information Regarding Bidder’s Door & Hardware & Metal Fabrication Suppliers
 - _____ Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 16)
 - _____ Attachment B - Escambia School District Risk Management Addendum (Page 17)
 - _____ Proof of Required Insurance (Certificate of Insurance, Provide on Separate Page)
 - _____ Attachment C - Escambia School District Public Records Addendum (Page 18)
 - _____ Attachment D - Drug Free Workplace (Page 19)
 - _____ Attachment E - Vendor Certification Regarding Scrutinized Companies Lists (Page 20)
 - _____ Attachment F - Vendor Certification Regarding E-Verify (Page 21)
 - _____ Attachment G – Bidder’s Statement of Principal Place of Business (Page 22)