



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

POSTING DATE: <p style="text-align: center;">October 19, 2021</p>	PURCHASING CONTACT & TELEPHONE: Allison Watson (850) 469-6210 awatson@ecsdfl.us
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BID TITLE: Cafeteria Freezer Equipment and Installation	BID NUMBER: 220602
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BID OPENING DATE & TIME **Thursday, October 28, 2021, 1:30 PM CST**
NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, 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 School District's Purchasing Office at 75 N. Pace Blvd., Pensacola, Florida 32505, 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 School District is not responsible for lost or late delivery of Bids by the U.S. Postal Service 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 Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.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 AND AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ (EXT: _____) FACSIMILE NUMBER: _____

EMAIL: _____

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE _____ BIDNET _____ DEMAND STAR _____ PRIME VENDOR _____

OTHER _____ (PLEASE SPECIFY _____) MINORITY/DISABLED SERVICE VETERAN SUPPLIER _____

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. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE: _____ TITLE: _____	TYPED OR PRINTED NAME: _____ DATE: _____
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I. INTRODUCTION

The purpose of this solicitation is to purchase walk-in cooler/freezers and installation services for Myrtle Grove and Scenic Heights Elementary Schools. Refer to Attachment A - Scope of Work and Specifications for Myrtle Grove Elementary School and Attachment B – Scope of Work and Specifications for Scenic Heights Elementary School. Project drawings were distributed at the Pre-Bid meeting. The delivery and installation services will be coordinated with the School Principals, District Maintenance Department, and District Project Manager.

QUESTIONS: Due to time constraints, it is recommended that vendors send any questions regarding this solicitation by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be **Wednesday, October 20, 2021, 12:00 p.m., Central Standard Time**. Any changes in the specifications contained in this Bid will be made by Addenda. Any Addenda issued concerning this Bid will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each Bidder to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received concerning this solicitation will be posted by close of business **Thursday, October 21, 2021**.

The direct link to the Bid Activity Section of the District website is listed below.

<http://ecsd.fl.schoolloop.com/purchasing/bids>

All inquiries should be sent to:

Allison Watson, Sr. Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd. Pensacola, FL 32505

Email: awatson@escambia.k12.fl.us

For the Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this Bid. Vendors are expected to utilize this representative for **ALL** Information regarding this Bid. **Vendors who contact any other District employee regarding the subject of this Bid are subject to disqualification from participating in this solicitation.**

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II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder, Vendor, Contractor, or Respondent" 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 Agreement 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:** 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 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 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 awardees 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 subcontracts 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 Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) 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 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 unclaimed for thirty (30) days 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 proposal in its entirety or in part, and to waive minor irregularities if the proposal 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 School 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 Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the Bid 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 School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays 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 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids>. 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. Bid tabulations, recommendations or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this Bid **must be directed to the designated Purchasing Agent noted on page one.** 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 School 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. **MODIFICATONS TO AGREEMENT:** Changes to specifications, pricing, terms, and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.

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. **EX PARTE COMMUNICATIONS:** Ex parte communication, whether verbal or written, by any potential Bidders or representative 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.

Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this solicitation with District School Board members is also prohibited and will result in the disqualification of the Bidders.

Any current vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.

B. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (this entire document) or any of the items listed below may result in your Bid not being accepted.**

1. **The entire Bid document shall be returned (pages 1 - 35).** The signature on the first page must be an original, manual 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 change(s) must be initialed. Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as non- responsive.

2. **Return your original Bid and one (1) copy.** The copy should be a photocopy of your original Bid and there should be no differences in the Bid document or attached enclosures. Any difference or failure to include Bid attachments in both sets may cause your Bid to be rejected. **Please mark copy "COPY."**

3. **DRUG FREE WORKPLACE:** While it is not required, this form will be a determining factor in evaluating an award between two (2) offers equal in price, quality, and service. Refer to Attachment C.

4. **Department of Agriculture, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** This form (Attachment D) must be signed and returned with the Bid. Failure to return this form may result in your Bid not being accepted.

5. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:** This form (Attachment E) must be initialed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.

6. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST:** This form (Attachment F) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.

7. **VENDOR CERTIFICATION REGARDING E-VERIFY:** This form (Attachment G) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.

8. **ESCAMBIA COUNTY SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM:** This form (Attachment H) must be signed and returned with your Bid. Failure to return this form may result in your Bid not being accepted.

C. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.456, 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 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>. The vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. 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.

****For Direct Shipments To The Central Warehouse. Background Screening Requirements Do Not Apply.****

- D. **DISCONTINUED ITEMS:** In the event the producer/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).
- E. **TERM OF AGREEMENT:** This is a one-time purchase for cafeteria freezer equipment and installation. Upon School Board approval, a purchase order will be issued to the awarded Bidder(s). All pricing, terms, and conditions shall be fixed and remain in effect for the entire term of this agreement except as authorized in Section II, Paragraph AA – Modifications To The Agreement.
- F. **EVALUATION CRITERIA:** Bids shall be evaluated by a committee to determine which Bidder best meets the needs of the School District. The School District reserves the right to evaluate by lot, by partial lot, or by item.
- G. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- H. **ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this Bid, by signing this Bid, the signatory attests to the applicable certification provisions listed below:
1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
 2. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*).
 3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352
 4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352
 5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).

- 8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 11. Rights to Inventions Made Under a Contract or Agreement (37 CFR 401.2(a)).
- 12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
- 13. Breach of Contract {2 C.F.R. Appendix II to Part 200 (b)}.
- 14. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] [2 CFR 200.326 Appendix II (I)].

Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

- I. **SPECIFICATIONS:** Bids must be submitted in strict accordance with the specifications contained herein; if vendor is submitting a Bid for an item not conforming to specifications, please indicate this in the pricing section. Complete information and product specifications must be included with the Bid.
- J. **INCOMPLETE BID INFORMATION:** Failure to submit complete information on an item may prevent consideration of your Bid for that item.

IV. ORDER PLACEMENT AND DELIVERY PROCEDURES

A. RECEIVING/INSTALLATION REQUIREMENTS:

- 1. **DESTINATION INSPECTION:** The school location will be listed on the purchase order. Final acceptance of all equipment and work performed will be by the designated District representative.
- 2. **INSTALLATION:** The awarded Bidder(s) shall install all equipment in compliance with the manufacturer’s specifications and warranty requirements.

V. INVOICES, STATEMENTS AND PAYMENT

- A. **INVOICE SUBMISSION:** Upon completion of work, invoice(s) shall be sent to the Facilities Planning Department for review and approval. Invoices shall be mailed to:

School District of Escambia County
 30 E. Texar Drive
 Attn: Facilities Planning Department
 Pensacola, FL 32503

- B. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order number, model number, serial number, and color.

VI. SCOPE OF WORK AND SPECIFICATIONS:

The awarded Bidder(s) will be responsible for all labor, equipment, materials, and other supplies as assigned that may be required to complete the work. Bidders shall also refer to Attachment A – Myrtle Grove Elementary School and Attachment B - Scenic Heights Elementary School for scope of work and specifications for each location. The awarded Bidder(s) will call the Facilities Planning department at (850) 469-5653 with any questions or concerns.

SCOPE OF WORK:

1. Bidder shall report to the school's main office upon start of work each day.
2. Bidder and his employees 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 District Project Manager.**
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 the freezer replacement. Bidder shall report damaged surfaces, deemed unacceptable, to the District's Project Manager.
6. Inspections shall be conducted by the District Project Manager or their representative. If awarded multiple locations, no work shall proceed from one location to another until inspection and acceptance of completed work by the District.
7. If needed, Bidder shall protect all plants, shrubbery, flowers, and trees from damage.
8. Unjustified delays and poor workmanship shall be considered as default and grounds for termination of the contract.
9. Weekly progress reports will be submitted to advise on the progress of the project and report any delays due to inclement weather and shipping. Completion dates will be adjusted accordingly.
10. If masonry is to be cut, Bidder shall encapsulate door area to reduce spreading dust into the facility.
11. Bidder(s) shall coordinate work schedule with the School Principals, District Maintenance Department, and District Project Manager prior to beginning work.

VII. PRICING

Each location will be priced individually so that payment can be made upon final District inspection and approval of the location. Price shall include all materials, equipment, and labor needed to perform services. Award will be based on the 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. Bidder shall indicate an estimated start and completion dates below with the pricing per location:

1) Myrtle Grove Elementary Cafeteria
6115 Lillian Hwy
Pensacola, FL 32526

Est. Start Date: _____
Est. Completion Date: _____
Total Price: _____

Comments: _____

2) Scenic Heights Elementary Cafeteria
3801 Cherry Laurel Drive
Pensacola, FL 32504

Est. Start Date: _____
Est. Completion Date: _____
Total Price: _____

Comments: _____

**Attachment A
Myrtle Grove Elementary School
Walk-In Cooler/Freezer Replacement**

**SECTION 11400
FOOD SERVICE EQUIPMENT**

PART I - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General Conditions Section, apply to this Section.

1.2 STANDARDS

- A. Equipment and installation thereof shall meet all requirements of applicable portions of latest editions of Standards listed below.
 - 1. American Society for Testing Materials (ASTM)
 - 2. National Electrical Code (NEC)
 - 3. Louisiana State Board of Health
 - 4. National Sanitation Foundation (NSF)
 - 5. Factory Mutual (FM)
 - 6. Underwriters Laboratory (UL)
 - 7. Occupational Safety and Health Administration (OSHA)
 - 8. National Fire Protection Association (NFPA)
 - 9. International Building Code (IBC)
 - 10. American Disabilities Act (ADA)

1.3 DESCRIPTION OF WORK

- A. Work in this Section includes the following:
 - 1. Coordinating all work described herein with the Principal of school and/or School District Maintenance Department. All workers including refrigeration technicians and other subcontractors shall wear approved badges in accordance with Escambia County School District while on the school property.
 - 2. Taking all field dimensions and observing existing conditions to determine scope of work for a complete and satisfactory walk-in cooler/freezer installation.
 - 3. Disconnecting electrical service from existing walk-in cooler/freezer equipment, existing refrigeration system equipment, and removal of all electrical components, wiring, controls, circuit breakers, and line disconnect switches by licensed electrician in accordance with applicable electrical codes to the satisfaction of the Facilities Planning Department.

4. Demolition, removal, and disposal of existing walk-in cooler/freezer insulated panels, doors, evaporator coils, refrigeration units, mounting curbs, and associated refrigerant lines to meet project requirements.
5. Removal of all demolition scrap material from jobsite prior to the end of each work day.
6. Verifying condition of existing slab for proper support of new walk-in cooler/freezer.
7. Furnishing, delivery, and installing all equipment and components specified herein to meet project requirements. Installation to include mounting, leveling, adjusting, furnishing of all components required for a complete assembly to serve intended function when connected to plumbing and electrical services, final connections to building services, and cleaning all equipment specified herein.
8. Furnishing and mounting of all electrical starting switches, controls, light fixtures, and receptacles included in Itemized Equipment Specifications or as required for operation of equipment specified herein.
9. Furnishing and installing all necessary electrical wiring, conduit, electrical panels, and circuit breakers by a licensed electrician to meet project requirements and applicable electrical codes to the satisfaction of the Facilities Planning Department.
10. Furnish and install dry wells for new cooler/freezer condensate drain line from evaporator coil. Refer to detail on drawings.
11. Provide crane for off-loading and setting walk-in onto existing slab.

B. Related Work provided by Owner (Escambia County School District):

1. Prior to Contractor's demolition work, removal of existing chain-link fence and gate at location of walk-in and outdoor refrigeration units as indicated on contract drawings.
2. Building electrical service shall be within thirty (30) feet of walk-in cooler/freezer and remote refrigeration system for final connection and necessary field electrical components to equipment by Contractor's electrician.

1.4 DRAWINGS AND SPECIFICATIONS

- A. Specifications and drawings shall be considered as a part of the Contract to be executed. Intent of said Drawings and Specifications is for all components required for a complete installation of food service equipment specified.
- B. Should any error, omission or conflict occur in Drawings and Specifications, Contractor shall not avail himself of such error, omission or conflict but shall have same explained and adjusted prior to signing the Contract.
- C. All addenda shall be considered as a part of original Contract Documents.

1.5 QUALITY AND WORKMANSHIP

- A. All equipment shall be constructed in strict compliance with standards of National Sanitation Foundation and shall bear the NSF label. All equipment shall meet all standards set by state and local regulations.
- B. All electrical equipment shall be approved by Underwriter's Laboratories and shall bear its seal of approval.
- C. All electrical components of equipment shall meet requirements of National Electric Code.
- D. All material shall be new (latest model at time of delivery) and of first quality. All equipment shall be installed in an undamaged condition. Where brands, materials, apparatus or equipment is specifically designated, no substitution shall be made without prior approval in writing.
- E. Provide all Work in best manner in conformity with best standard practices. Employ qualified, efficient, and skillful workers for installation in a first-class, professional manner.

1.6 FOOD SERVICE EQUIPMENT CONTRACTOR QUALIFICATIONS

- A. Contractor shall possess experience and ability to perform the necessary services for a complete and workmanlike installation of food service equipment.
- B. Contractor experience shall include a minimum of five (5) years' experience as a successful Food Service Equipment Contractor and shall have successfully completed installation of at least five (5) comparable projects of similar size and nature.

1.7 SUBMITTALS (POST-AWARD)

- A. Submittals shall be submitted electronically and consist of Product Data (brochures) in PDF format, of standard manufactured items of equipment. Shop drawings of walk-in cooler and refrigeration systems shall be submitted electronically in PDF format.
- B. Submit all warranties specified herein in PDF format prior to Substantial Completion.

1.8 PROTECTION OF WORK AND MATERIALS

- A. Contractor shall at all times cover and protect his Work, material and equipment to save same from damage. Contractor shall at all times exercise due care to protect the work of others. Cost of any repair or replacement of damaged Work, material and equipment shall be borne by the Contractor.

1.9 BRANDS AND TRADE NAMES

- B. Contractors are cautioned that only food service equipment and related items manufactured in accordance with Specifications will be acceptable. Where brand names and model numbers are specified, it is not intended that competition be limited, but to set standards of performance, design, capacity, durability and appearance. Bidders desiring to supply brands of equipment other than those specified shall submit a written request with equipment specifications to the designated Purchasing Agent, Allison Watson, at awatson@ecsdfl.us and Greg Futch at greg@futchdesign.com by **Wednesday, October 20, 2021, 12:00 p.m. CST** in order that such substitutions can be considered for approval. If approved, an addendum will be issued to all Bidders. It is understood that approval of substitutions does not relieve the Contractor from furnishing equipment to meet intent and requirements of Specifications. Approval of substitutions does not relieve the Contractor from additional costs of mechanical and electric utilities and other requirements not included in Contract Documents.

1.10 WARRANTIES

- A. Contractor shall provide a one (1) Year Warranty from date of Substantial Completion or occupancy on all Work provided under these Specifications. Warranty shall cover replacement of defective material, transportation and labor, but does not include costs of replacement parts and labor caused by Owner's carelessness or misuse of equipment. An additional four (4) year warranty (labor included) shall be provided on all refrigeration compressors. Contractor shall provide a reputable and qualified service agency, located within fifty (50) miles of Project site, to provide immediate service for all refrigeration equipment.

PART 2 - PRODUCTS

2.1 ELECTRICAL REQUIREMENTS

- A. Refer to Drawings for specific requirements and coordinate with the Facilities Planning Department.

2.2 SWITCHES AND CONTROLS

- A. A suitable control switch or starter of proper type in accordance with Underwriter's Code shall be supplied for each motorized appliance or electrically- heated unit.

2.3 EQUIPMENT SPECIFICATIONS

A. **Item No. 1 Walk-In Cooler/Freezer with Condensers (One Required):**

1. General: Walk-in shall be One-Piece factory-assembled construction type to allow for ease of relocation without disassembly. Manufacturer shall provide on-site delivery, assistance in setting-in-place, and start-up support. Installer shall provide crane and shall offload onto existing walk-in slab. Installer shall provide necessary slab prep, flashing, power connection, weather sealing to building, and anchoring with necessary hurricane supports and ties.
2. Walk-in and components thereof shall include energy-efficient EC-motors on all evaporator fan blower coils. Other features that shall be included consist of Roof Flashing Kit, Corner Trim Kit, L-12 Tie Downs with Covers, Tie Down Base Trim Kit and Tie Down MBDAD7.
3. Project Requirements: Walk-in shall be floor-type provided with 1-1/2" high steel runners and installed level on existing building slab. Insulated floor shall be 4" thick with urethane panels and shall be provided with slip-resistant antibacterial wearing floor surface, hurricane tie-downs, and support package in accordance with drawings. Walk-in shall include 26-gauge galvanized steel reinforced slope roof. Exterior floor ramp to cooler entrance shall be provided by installer (verify height in field).
4. Size: Walk-in shall be 27'-0" deep x 12'-0" wide x 8'-7-3/4" high (verify existing slab size and clearance above), arrangement as indicated on drawings.

5. Finishes: Exposed exterior panels shall be constructed of 26-gauge galvanized steel with mill-applied tan enamel. Interior wall and ceiling panels shall be .040-gauge aluminum.
6. Panel Construction: Panels shall consist of metal panels, formed to precise dimensions, with "foamed-in-place" urethane to permanently bond to inner metal surfaces to form strong rigid units.
7. Insulation: Insulation shall be 4" thick rigid, low ozone depleting HCPC 22 blown Class 1 urethane foam classified according to UL723 (ASTM-E-84) as tested by Underwriter's Laboratories, Inc. Four (4) inch core material shall have a flame spread and smoke density code compliance. Insulation shall have a thermal conductivity (K Factor) of not more than 0.150 BTU/hr/sf per degree Fahrenheit/inch, on overall coefficient of heat transfer (U factor) of not more than .031, and R factor of 32. Pre-fabricated urethane foam panels shall be supplied with a Class 1 fire hazard classification according to UL723 (ASTM-E-84) as tested by Underwriter's Laboratories, Inc. Panels shall have a flame spread rating of 25 or less with a certifying UL labels.
8. Entrance Doors and Door Panels: Refer to drawings for door locations and directions of door swings. Doors shall be 36" wide x 78" high. Rubber door stopper shall be installed on exterior front panel to prevent damage of panel by handle when door is opened to a full 180 degrees. Aluminum diamond treadplates (1/8" thick) shall be mounted on the lower 36" of interior and exterior door surfaces.
9. Pressure Relief Ports: Walk-in cooler and freezer rooms shall each include 2-way heated pressure relief port (vent) to equalize pressure between interior and exterior pressures caused by sudden temperature changes due to opening doors, loading of products, and/or defrosting of coils.
10. Ceiling Light Fixtures: Four (4) 48" long LED-light fixtures.
11. Warranty: Walk-in panels shall include a fifteen (15) year factory warranty for defects in materials and workmanship from date of Substantial Completion of project.
12. Trim Strips and Closure Panels: Trim strips to match finish of exposed exterior walk-in panels and shall be furnished and installed in a workmanlike manner to conceal cracks between walk-in and building walls. Closure panels (double-pan type), constructed in accordance with drawings and project requirements, shall be

mounted on top of walk-in to match exposed exterior walk-in panels. Where required for access to top of walk-in, double-pan removable closure panels are required. Trim strips and closure panels shall be constructed of 18-gauge stainless steel.

13. Plastic Door Curtains: Exterior cooler/freezer entrance doors shall be equipped with type door curtains.
 14. Refrigeration System: One (1) 1.5 HP and one (1) 3.5 HP compressors for cooler and freezer rooms respectively; and one (1) Russell no. RL6A117DDA and one (1) Russell no. RL6E162DDA evaporator coils for cooler and freezer rooms respectively
 15. **Quality Standards: Walk-in shall be manufactured by ICS, Thermal Rite, or approved equal.**
- B. **Item No. 2 Existing Shelving Units (16) – Owner Furnished, Owner Installed**
- C. **Item No. 3 Existing Dunnage Rack – Owner Furnished, Owner Installed**

PART 3 – EXECUTION

3.1 ERECTION

- A. Equipment specified herein shall be erected and set in place at location as indicated on Drawings. The equipment specified shall be located on the floors as indicated on the Drawings. A competent foreman shall be provided as supervisor of the erections and installations.

3.2 ADJUSTMENT OF EQUIPMENT

- A. Contractor shall adjust all equipment after erection and installation to the satisfaction of the Owner.

3.3 CLEANING OF EQUIPMENT

- A. Clean up all debris caused by workmen immediately upon completion of Work in the area, and clean equipment after all others have completed their Work in the area.

3.4 DEMONSTRATION OF EQUIPMENT

- A. Upon acceptance by Owner, provide full instructions to the Owner's designated representative on the proper methods of care, operation and maintenance of equipment.

- B. Three (3) operating instructions, warranty cards/certificates and parts manuals on the equipment in loose leaf hard cover binders shall be presented to the Owner at this time.

END OF THIS SECTION

**Attachment B
Scenic Heights Elementary School
Walk-In Cooler/Freezer Replacement**

SECTION 11400

FOOD SERVICE EQUIPMENT

PART I - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General Conditions Section, apply to this Section.

1.2 STANDARDS

- A. Equipment and installation thereof shall meet all requirements of applicable portions of latest editions of Standards listed below.
 - 1. American Society for Testing Materials (ASTM)
 - 2. National Electrical Code (NEC)
 - 3. Louisiana State Board of Health
 - 4. National Sanitation Foundation (NSF)
 - 5. Factory Mutual (FM)
 - 6. Underwriters Laboratory (UL)
 - 7. Occupational Safety and Health Administration (OSHA)
 - 8. National Fire Protection Association (NFPA)
 - 9. International Building Code (IBC)
 - 10. American Disabilities Act (ADA)

1.3 DESCRIPTION OF WORK

- A. Work in this Section includes the following:
 - 1. Coordinating all work described herein with the Principal of school and/or School District Maintenance Department. All workers including refrigeration technicians and other subcontractors shall wear approved badges in accordance with Escambia County School District while on the school property.
 - 2. Taking all field dimensions and observing existing conditions to determine scope of work for a complete and satisfactory walk-in cooler/freezer installation.
 - 3. Disconnecting electrical service from existing walk-in cooler/freezer equipment, existing refrigeration system equipment, and removal of all electrical components, wiring, controls, circuit breakers, and line disconnect switches by licensed electrician in accordance with applicable electrical codes to the satisfaction of the Facilities Planning Department.

4. Demolition, removal, and disposal of existing walk-in cooler/freezer insulated panels, doors, evaporator coils, refrigeration units, mounting curbs, and associated refrigerant lines to meet project requirements.
5. Modify wall opening.
6. Removal of all demolition scrap material from jobsite prior to the end of each work day.
7. Verifying condition of existing slab for proper support of new walk-in cooler/freezer.
8. Furnishing and installing new concrete condensing-unit pad extension, same level as existing as indicated on contract drawings.
9. Furnishing, delivery, and installing all equipment and components specified herein to meet project requirements. Installation to include mounting, leveling, adjusting, furnishing of all components required for a complete assembly to serve intended function when connected to plumbing and electrical services, final connections to building services, and cleaning all equipment specified herein.
10. Furnishing and installing new refrigerant lines, insulation, and aluminum jacketing specified herein and as indicated on contract drawings.
11. Furnishing and mounting of all electrical starting switches, controls, light fixtures, and receptacles included in Itemized Equipment Specifications or as required for operation of equipment specified herein.
12. Furnishing and installing all necessary electrical wiring, conduit, electrical panels, and circuit breakers by a licensed electrician to meet project requirements and applicable electrical codes to the satisfaction of the Facilities Planning Department.

B. Related Work provided by Owner (Escambia County School District):

1. Prior to Contractor's demolition work, removal of existing chain-link fence and gate at location of walk-in and outdoor refrigeration units as indicated on contract drawings.

2. Building electrical service shall be within thirty (30) feet of walk-in cooler/freezer and remote refrigeration system for final connection and necessary field electrical components to equipment by Contractor's electrician.

1.4 DRAWINGS AND SPECIFICATIONS

- A. Specifications and drawings shall be considered as a part of the Contract to be executed. Intent of said Drawings and Specifications is for all components required for a complete installation of food service equipment specified.
- B. Should any error, omission or conflict occur in Drawings and Specifications, Contractor shall not avail himself of such error, omission or conflict but shall have same explained and adjusted prior to signing the Contract.
- C. All addenda shall be considered as a part of original Contract Documents.

1.5 QUALITY AND WORKMANSHIP

- A. All equipment shall be constructed in strict compliance with standards of National Sanitation Foundation and shall bear the NSF label. All equipment shall meet all standards set by state and local regulations.
- B. All electrical equipment shall be approved by Underwriter's Laboratories and shall bear its seal of approval.
- C. All electrical components of equipment shall meet requirements of National Electric Code.
- D. All material shall be new (latest model at time of delivery) and of first quality. All equipment shall be installed in an undamaged condition. Where brands, materials, apparatus or equipment is specifically designated, no substitution shall be made without prior approval in writing.
- E. Provide all Work in best manner in conformity with best standard practices. Employ qualified, efficient, and skillful workers for installation in a first-class, professional manner.

1.6 FOOD SERVICE EQUIPMENT CONTRACTOR QUALIFICATIONS

- A. Contractor shall possess experience and ability to perform the necessary services for a complete and workmanlike installation of food service equipment.

- B. Contractor experience shall include a minimum of five (5) years' experience as a successful Food Service Equipment Contractor and shall have successfully completed installation of at least five (5) comparable projects of similar size and nature.

1.7 SUBMITTALS (POST-AWARD)

- A. Submittals shall be submitted electronically and consist of Product Data (brochures) in PDF format, of standard manufactured items of equipment. Shop drawings of walk-in cooler and refrigeration systems shall be submitted electronically in PDF format.
- B. Submit all warranties specified herein in PDF format prior to Substantial Completion.

1.8 PROTECTION OF WORK AND MATERIALS

- A. Contractor shall at all times cover and protect his Work, material and equipment to save same from damage. Contractor shall at all times exercise due care to protect the work of others. Cost of any repair or replacement of damaged Work, material and equipment shall be borne by the Contractor.

1.9 BRANDS AND TRADE NAMES

- A. Contractors are cautioned that only food service equipment and related items manufactured in accordance with Specifications will be acceptable. Where brand names and model numbers are specified, it is not intended that competition be limited, but to set standards of performance, design, capacity, durability and appearance. Bidders desiring to supply brands of equipment other than those specified shall submit a written request with equipment specifications to the designated Purchasing Agent, Allison Watson, at awatson@ecsdfl.us and Greg Futch at greg@futchdesign.com. by **Wednesday, October 20, 2021, 12:00 p.m. CST** in order that such substitutions can be considered for approval. If approved, an addendum will be issued to all Bidders. It is understood that approval of substitutions does not relieve the Contractor from furnishing equipment to meet intent and requirements of Specifications. Approval of substitutions does not relieve the Contractor from additional costs of mechanical and electric utilities and other requirements not included in Contract Documents.

1.10 WARRANTIES

- A. Contractor shall provide a one (1) Year Warranty from date of Substantial Completion or occupancy on all Work provided under these Specifications. Warranty shall cover replacement of defective material, transportation and labor, but does not include costs of replacement parts and labor caused

by Owner's carelessness or misuse of equipment. An additional four (4) year warranty (labor included) shall be provided on all refrigeration compressors. Contractor shall provide a reputable and qualified service agency, located within fifty (50) miles of Project site, to provide immediate service for all refrigeration equipment.

PART 2 - PRODUCTS

2.1 ELECTRICAL REQUIREMENTS

- A. Refer to Drawings for specific requirements and coordinate with the Facilities Planning Department.

2.2 SWITCHES AND CONTROLS

- A. A suitable control switch or starter of proper type in accordance with Underwriter's Code shall be supplied for each motorized appliance or electrically- heated unit.

2.3 EQUIPMENT SPECIFICATIONS

A. **Item No. 1 Walk-In Cooler/Freezer (One Required):**

1. General: Walk-in shall be pre-fabricated modular construction, designed and constructed to allow for fast and easy field assembly, relocation, and modification by addition of modular panels. Walk-in and components thereof shall meet 2009 Energy Code Standards. Walk-in shall be installed and/or commissioned by a certified factory technician.
2. Project Requirements: Walk-in shall be floor-type and installed on existing building slab. Insulated floor panels shall be 4" thick with urethane panels and include foamed-in-place 3/4" thick marine plywood sub-floor with foamed-in-place 1/8" thick aluminum diamond tread plate wearing floor surface. Hurricane tie-down support package in accordance with drawings.
3. Size: Walk-in shall be 26'-11" wide x 12'-6-1/2" deep x 8'-6" high (verify existing slab size and clearance above), arrangement as indicated on drawings.
4. Finishes: Exposed exterior wall panels floor panels shall be constructed of 26-gauge galvanized steel with mill-applied tan enamel. Interior wall and ceiling panels shall be 26-gauge galvanized steel with mill-applied white enamel. Interior/exterior door/door panels shall be 20-gauge type 304 No. 3 finish stainless steel with 36" high kick plates. Unexposed wall and ceiling panels shall be 26-gauge galvanized steel.

5. Panel Construction: Panels shall consist of metal pans, formed to precise dimensions, with "foamed-in-place" urethane to permanently bond to inner metal surfaces to form strong rigid units. Standard wall, ceiling, and floor panels shall 11½", 23", 34½", 46", and 69" wide. Standard corner panels shall be 12" x 12" on 90- degree angle. Special fabricated panels shall be provided to meet project requirements. Panels shall be equipped with NSF-approved double-bead interior and exterior vinyl gaskets which are resistant to stains, grease, oil, mildew, and sunlight. Panels shall be equipped with cam-action locking mechanisms (hook and arm assemblies) securely mounted in matching panel locations to form air-tight and vapor-proof joints. Locking mechanism parts shall be equipped with urethane plugs and snap-in caps to match interior finish of panels.
6. Insulation: Insulation shall be 4" thick rigid, low ozone depleting HCPC 22 blown Class 1 urethane foam classified according to UL723 (ASTM-E-84) as tested by Underwriter's Laboratories, Inc. Four (4) inch core material shall have a flame spread of 25 or less and a smoke density of 250. Insulation shall have a thermal conductivity (K Factor) of not more than 0.125 BTU/hr/sf per degree Fahrenheit/inch, on overall coefficient of heat transfer (U factor) of not more than .031, and R factor of 32. Pre-fabricated urethane foam panels shall be supplied with a Class 1 fire hazard classification according to UL723 (ASTM-E-84) as tested by Underwriter's Laboratories, Inc. Panels shall have a flame spread rating of 25 or less with a certifying UL labels.
7. Entrance Doors and Door Panels: Refer to drawings for door locations and directions of door swings. Doors shall be 36" wide x 76" high, in-fitting flush-mounted type with one-piece perimeter PVC accordion-type removable gasket with magnetic core at top and side perimeters at doors. Adjustable wiper gaskets shall be mounted on bottom edge of doors. Door latches shall be high pressure zinc die cast with polished chrome finish with break-away inside safety release handles so that doors can be opened from inside, even if locked, and cylinder locks. Doors shall be equipped with Kason No. 1346 Performer adjustable hinge. Doors shall be equipped with positive-action hydraulic door closers to ensure positive closing of doors. Hinges of 36" wide doors shall be 9-inch modified strap, cam-lift, self-closing design with door lift-off capability, same type and finish as door latches. Hinges of 36" wide doors shall be 9-inch modified strap, cam-lift, self-closing design with door lift-off capability, same type and finish as door latches. Rubber door stopper shall be installed on exterior front panel to prevent damage of panel by handle when door is opened to a full 180 degrees. Aluminum diamond treadplates (1/8" thick) shall be mounted on the lower 36" of interior and exterior door surfaces. Door panels shall be equipped with heavy reinforced steel "U" channel frame on entire door perimeter. Anti-sweat heater cables shall be run in breaker strips located behind removable heavy-gauge stainless steel trim for easy

access to heater cables. Heater cables shall be run within heavy-gauge "U" channels of 12-gauge stainless steel (minimum) thresholds. Each door panel shall include a pre-wired Kason No. 11806LEDGU24 LED light fixture with globe and 11.5-watt lamp, 2½" diameter chrome face, and flush-mount dual-reading adjustable dial thermometer on exterior surface to provide temperature readings of minus 40-degrees F to plus 60-degrees F and minus 40-degrees C to 15-degrees C.

8. Pressure Relief Ports: Walk-in cooler and freezer rooms shall each include 2-way heated pressure relief port (vent) to equalize pressure between interior and exterior pressures caused by sudden temperature changes due to opening doors, loading of products, and/or defrosting of coils. Pressure relief ports shall be located in panels away from the direct air stream of evaporator coil and unobstructed by building walls.
9. Ceiling Light Fixtures: Three (3) Kason No. 1810LC4000 48" long LED-light fixtures, each with two lamps (36-watt total) shall be furnished and installed by this Contractor. Junction box assemblies shall include threaded electrical conduit (urethane-filled), junction boxes (installed on top of ceiling panels), and 120-volt wiring to junction box.
10. Warranty: Walk-in panels shall include a ten (10) year factory warranty (including labor) for defects in materials and workmanship from date of Substantial Completion of project.
11. Trim Strips and Closure Panels: Trim strips to match finish of exposed exterior walk-in panels and shall be furnished and installed in a workmanlike manner to conceal cracks between walk-in and building walls. Closure panels (double-pan type), constructed in accordance with drawings and project requirements, shall be mounted on top of walk-in to match exposed exterior walk-in panels. Where required for access to top of walk-in, double-pan removable closure panels are required. Trim strips and closure panels shall be constructed of 18-gauge stainless steel.
12. Temperature Alarm System: Each cooler/freezer room shall include one (1) flush-mounted Modularm No. 75LC multi-monitor, 3-button user interface, digital temperature indicator, built-in audible alarm, built-in dry contacts for remote notification capability of an audio and/or visual alarm condition, built-in transformer, built-in rechargeable battery with recharging circuitry, and built-in data/comm port for system expansion. System shall be provided with Energy Independence and Security Act compliant timing lighting control, Hi-Lo temperature alarm, panic alarm, and door ajar alarm. System shall include magnetic contacts for each door and low voltage IP-1 illuminated push button (to provide light switch and panic alarm functions) inside each cooler/freezer room by the door. The IP-

1 will remain lit at all times, even during a power failure. Multiple IP-1's shall be provided by each door in multi-door compartments to integrate with timed lighting function and to replace conventional 3-way light switching. Walk-in manufacturer shall furnish and install rigid conduit and wiring from each flush-mounted monitor mounted in door panels to top of ceiling panels (for field wiring to ceiling lights and specified components, by electrical contractor). Wiring to sensors within cooler/freezer rooms shall be furnished and installed by Food Service Equipment Contractor. System shall include low voltage MD-1 motion detector inside walk-in cooler and freezer rooms above the door for occupancy detection and automatic light control. Temperature sensors shall be located behind the evaporator coils to typify the average ambient temperature of the room. Sensor wiring shall be run above top of walk-in ceiling panels with penetrations (thoroughly sealed with silicone and foam urethane to prevent condensation) at sensor locations. Sensor wiring shall be secured to top of walk-in ceiling panels with continuous duct tape to prevent wiring damage.

13. Plastic Door Curtains: Exterior cooler/freezer entrance doors shall be equipped with Clear Vu stripless swinging door curtains manufactured by CCI Industries, Inc. (350-A Fischer Ave., Costa Mesa, CA 92626) Phone: (800) 854-5719.
14. **Quality Standards: Walk-in shall be manufactured by Thermo-Kool, American Panel, or approved equal.**

B. Item No. 2 Walk-In Cooler/Freezer Remote Condensing Unit (One Required):

1. System shall be pre-engineered, factory-assembled, air-cooled, multi-compressor type mounted within a common type 304 stainless steel housing with one-piece louvers and hail guards and 24" high powder coated galvanized steel rack anchored to concrete slab outside building where indicated on drawings.
2. System shall include pre-assembled components to include compressors (EPA-approved refrigerant), condensers, ball-bearing fan motors, adjustable head pressure controls, crankcase heaters, suction filters, sight glass driers, liquid line inlet/outlet valves, high-pressure superhose connection, suction/discharge absorbers, and accessories for a complete assembly to meet project requirements.
3. Condensing unit package shall include factory pre-wired electrical components to include control panel with individual circuit breakers, contactors, Eco-Smart on-demand electric defrost systems for cooler and freezer coils, and main line disconnect for a single electrical connection.

4. System shall include evaporator coils with factory-assembled thermostats, solenoid valves, expansion valves, on/off disconnect switch, and accessories for a complete and workmanlike installation to meet project requirements.
5. System shall be Refrigerated Design Technologies (RDT) or approved equal to include one (1) rack no. ZS1-02Z-CT3-AST (25836) with one (1) 1.5 HP and one (1) 5.0 HP compressors for cooler and freezer rooms respectively; and one (1) no. BEL0155 and one (1) no. BEL0105 evaporator coils for cooler and freezer rooms respectively.
6. Shop drawing required for approval.
7. Contractor shall furnish and install all necessary valves, controls, oil separators, refrigerant tubing, refrigerant R448A, condensate drain lines, and accessories for a complete and neat workmanlike job in accordance with the best refrigeration practices. Refrigerant piping shall be pressure tested with nitrogen at 300 psi after condensing units and evaporator coils have been connected prior to charging with refrigerant and testing. All refrigerant lines subject to sweating shall be insulated with AP/Armaflex insulation ($\frac{3}{4}$ " minimum thickness for coolers and 1" thickness for freezers) with all joints sealed with glue as recommended by the manufacturer of the insulation. Duct tape at joints is not acceptable. Thickness of insulation shall be increased to 1-1/2" and 2" for cooler and freezer rooms respectively in poorly-ventilated confined areas to reduce probability of condensation of refrigerant lines. **Exterior refrigerant lines shall be wrapped with self-fastening 0.016-inch thick Type 3003-H14 aluminum alloy jacketing utilizing aluminum strapping and seals in accordance with jacketing manufacturer's recommendations for complete weather-tight protection of refrigerant line insulation.** Refrigerant lines shall be rigid, type L copper with all joints soldered to meet the best refrigeration practices. Refrigerant lines shall be anchored to building structure with clamps and galvanized steel saddles as required. Condensate drain lines shall be rigid, type L copper securely fastened to walk-in panels with non-corrosive clamps (straps are not acceptable). Condensate drain lines installed in freezer rooms shall be wrapped with spiral-installed heater tape. Condensate drain lines shall be generously sloped ($\frac{1}{2}$ " per lineal foot minimum) to the bottom of walk-in rooms, extended through walk-in panel, through building walls (where applicable), and trapped outside walk-ins. All refrigeration systems shall be checked out to the Owner's satisfaction. This Contractor shall provide an acceptable, local refrigeration service agency which shall provide 24-hour, 7-day warranty service.

- C. **Item No. 3 Existing Storage Shelving Units (10) – Owner Furnished, Owner Installed**
- D. **Item No. 4 Existing Dunnage Racks (2) – Owner Furnished, Owner Installed**

PART 3 – EXECUTION

3.1 ERECTION

- A. Equipment specified herein shall be erected and set in place at location as indicated on Drawings. The equipment specified shall be located on the floors as indicated on the Drawings. A competent foreman shall be provided as supervisor of the erections and installations.

3.2 ADJUSTMENT OF EQUIPMENT

- A. Contractor shall adjust all equipment after erection and installation to the satisfaction of the Owner.

3.3 CLEANING OF EQUIPMENT

- A. Clean up all debris caused by workmen immediately upon completion of Work in the area, and clean equipment after all others have completed their Work in the area.

3.4 DEMONSTRATION OF EQUIPMENT

- A. Upon acceptance by Owner, provide full instructions to the Owner's designated representative on the proper methods of care, operation and maintenance of equipment.
- B. Three (3) operating instructions, warranty cards/certificates and parts manuals on the equipment in loose leaf hard cover binders shall be presented to the Owner at this time.

END OF THIS SECTION

ATTACHMENT C

**Florida Department of Agriculture and Consumer Services
Bureau of General Services
DRUG-FREE WORKPLACE PROGRAM
BIDDER CERTIFICATION**

IDENTICAL TIE BIDS - 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (ATTACHMENT D)

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.

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT E)

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a “contractor” as “an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).” To the extent CONTRACTOR fits within the foregoing definition, 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:

Initials of Each Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

ATTACHMENT F

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

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

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Print Name and Title: _____

ATTACHMENT G

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 School Board of Escambia County (SBEC). ECSD or SBEC 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 SBEC 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 SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC 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 SBEC 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 H

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, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

