



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
215 WEST GARDEN STREET
PENSACOLA, FL 32502**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE: January 13, 2011	PURCHASING CONTACT & TELEPHONE: Allison Watson (850) 469-6210
--	---

BID TITLE: Exterior Door Replacement	BID NUMBER: #111402
--	-------------------------------

BID OPENING DATE & TIME: **Thursday, January 27, 2011 9:30 am 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 215 West Garden Street, 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 School 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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, SIGNED 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_____)

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 Bid is for contracting services to replace exterior doors at three (3) locations. Services will include replacement of door, frame, hardware, and other related materials as needed. Contractor will be responsible for providing labor, equipment, and all materials needed to complete the project. All materials and work shall comply with all state and federal regulations, such as the rules of State Requirements for Educational Facilities, the American National Standard for Buildings and Facilities ANSI A117.1, and the American Disabilities Act (Federal Register 28 CFR Part 36, July 26, 1991).

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" 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 returned unopened to sender. 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 ten 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.

- 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 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 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 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 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; (4) other factors as specified in Section III- Special Conditions. 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 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 Bidder's 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 Bid. 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 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://old.escambia.k12.fl.us/adminoff/finance/purchasing/>" 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://old.escambia.k12.fl.us/adminoff/finance/purchasing/>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida 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.

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.** Contractor must be licensed and bonded to do business in Escambia County and/or the State of Florida. Bidders are to provide copies of their business license with their response. A performance bond will not be required.

B. **INDEMNIFICATION.** The Contractor hereby agrees to 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 Contractor (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, obligations of any program, which is subject of, or related to the performance of this agreement. The obligations of the Contractor 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 Contractor.

C. **CONTRACTOR'S INSURANCE.**

1. Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, certificates of insurance have been submitted, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The successful Contractor shall be prepared at the time of contract award to provide the Board with an insurance policy number. Failure on the part of the Contractor to provide this policy within (10) working days of award of contract could result in withdrawal by the Owner of the award of the bid.

III. SPECIAL CONDITIONS (CONT.) 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.

C. CONTRACTOR'S INSURANCE.

2. **COMPENSATION INSURANCE:** Contractor shall take and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site of the project. In case any work is sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance, satisfactory to Owner, for the protection of his employees not otherwise protected. Policy shall be in compliance with Chapter 440, Florida Statutes. Worker's Compensation shall include employer's liability in an amount of not less than \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease each employee. **"No Exemptions" to Worker's Compensation Insurance shall be accepted. The coverage described herein shall be considered minimum requirements.**

3. **ADDITIONAL INSURED CLAUSE:** The School Board of Escambia County, Florida shall be added as an additional insured on all Contractor's liability policies.

4. **COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE:** Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than \$1,000,000 per occurrence **and \$2,000,000 Aggregate.** The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall indemnify and hold harmless the Owner against any and all claims for personal injuries and/or property damage as a result of **Contractor's and its Subcontractor** acts, operations, or omissions and shall carry contractual liability and property damage insurance to cover such indemnification. The limits of contractual coverage shall agree with the limits stated above for Contractor's regular public comprehensive general liability coverage and property damage.

III. SPECIAL CONDITIONS (CONT.) 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.

C. CONTRACTOR'S INSURANCE.

5. **AUTOMOBILE LIABILITY INSURANCE:** The Contractor shall maintain automobile liability insurance against bodily injury and property damage in the amount of \$500,000 per occurrence. The Board shall be named as an additional insured on the automobile policy.

6. **OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE:** Contractor shall purchase and maintain during the life of this contract Owner's and Contractor's Protective Liability Insurance in the name of The School Board of Escambia County, Florida and the amount of insurance shall be in limits of not less than \$500,000 per occurrence.

7. **BUILDER'S RISK INSURANCE:** Contractor shall furnish an All Risk, 100% Completed Value Builder's Risk Policy on the subject. Policy coverage shall include fire, extended coverage, vandalism and malicious mischief. The policy shall be increased in value any time a change order increases the cost of the project. The insured shall include the Escambia County School Board and subcontractors in addition to the General Contractor.

The policy shall remain in effect until final inspection and acceptance of the project.

8. All policies shall contain a requirement that the Board will be notified of cancellation forty-five (45) days prior to the cancellation of policies by return-receipt, certified mail and that no other form of notification will otherwise relieve the insurance company, its agents, or its representatives or responsibility.

D. Payments: Contractor shall invoice for work completed on a weekly basis. Invoices shall be submitted on a per location basis, and invoicing will not be accepted until the location is inspected and approved by the District.

E. Background Screening Requirements: Vendor 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 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://old.escambia.k12.fl.us/adminoff/finance/purchasing>. 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

III. SPECIAL CONDITIONS (CONT.) 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.

E. Background Screening Requirements (Cont.):

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.

F. Response Time For Service Warranty Calls: Awarded Bidder(s) must be able to respond to service calls within a three (3) hour period after receiving a request from the District.

G. Bid Documentation And Required Enclosures: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on the last page of the bid document) must be signed and returned with the bid. **Failure To Return This Form Will Result In The Bid Not Being Accepted.**

IV. SPECIFICATIONS AND PRICE

The Contractor will be responsible for all labor, equipment, materials and other supplies as may be required to complete the work. The Contractor shall follow the Escambia County School District Minimum Specifications and Requirements.

Any questions or concerns should be referred to the district project manager, Mr. Eddie Suggs (850-469-5481).

A. General.

1. Contractor shall report to school's main office upon start of work each day.
2. Contractor will be restricted to immediate area of work. Contractor shall be responsible for maintaining a clean and safe environment. Contractor 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. Contractor 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 other hazardous materials are discovered, Contractor shall immediately stop work and report it to the district project manager.**
4. The School District will not be responsible for any material, equipment or supplies left at the work site. Contractor shall make provisions to **secure** the building, all equipment, material and supplies on a daily basis.
5. Contractor will be responsible for all surface preparation needed for door replacement. Contractor shall report damaged surfaces deemed unacceptable to the District's project manager.

IV. SPECIFICATIONS AND PRICE (CONT.)

6. Inspections shall be conducted by the owner or his representative. No work shall proceed from one building or location to another until inspection and acceptance by the District.
7. Contractor shall protect all plants, shrubbery, flowers, and trees from damage.
8. Contractor 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 with each invoice to advise on progress of project and report any delays due to inclement weather. Completion dates will be adjusted accordingly.
10. Bidder shall coordinated with Eddie Suggs, Locksmith Dept. (469-5481) regarding the retrieval of door hardware.
11. If masonry is to be cut, Contractor shall encapsulate door area to reduce spreading dust into the facility.
12. Contractor shall coordinate work schedule with the School Principal and the District Project Manager, Eddie Suggs prior to beginning work.

B. Contractor 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. Please contact Eddie Suggs (850-469-5481) for additional supplemental technical design standards. **NO SUBSTITUTES FOR SPECIFIED HARDWARE MATERIALS**

1. All doors to be replaced are marked on fish drawings-Attachment # 1.
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 EDA)
4. Panic hardware is to be keyed accessed and A.D.A. approved. Pull Handle and NO THUMB PIECES. (Preference: Von Duprin 98NL-990NL Trim)
To be 630 finish
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 A.D.A. approved and set in a bed of sealant.
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. Contractor 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. Contractor shall be responsible for painting doors and frames to match existing color. Contractor shall have mildacide added to paint products.

IV. SPECIFICATIONS AND PRICE (CONT.)

B. Contractor 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. Please contact Eddie Suggs (850-469-5481) for additional supplemental technical design standards. **NO SUBSTITUTES FOR SPECIFIED HARDWARE MATERIALS**

- 17. All work must meet Local, State, Federal, and School District building codes.
- 18. Contractor 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. Contractor must repair wall and floor tile if damaged during construction
- 21. Caulk around door frames with NP1 or Sikaflex caulk.

**Please list name and location of door and hardware supplier below:
(If additional space is needed, please attach a separate sheet)**

Name: _____

Location: _____

C. Each location will be priced individually, so that payment can 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. The School District reserves the right to deduct locations or modify scope of work per locations. Please indicate estimated start and completion dates per location.

1.) Lincoln Park Elem.
Doors #1 - 5

Start Date _____

Completion Date _____

\$ _____

2.) O.J. Semmes Elem.
Wood Doors #104-111;
Metal Doors #117, 118,120-124,
200 -202, 204-206, & 300-305
Pricing shall also include new door
signage (screw type)
100 Hallway - Signage to be placed on
hinged side of door on the wall
Exterior Doors – Signage on lock side
of door on the wall

Start Date _____

Completion Date _____

****REFER TO ATTACHMENT#1 – ENVIRONMENTAL
DIRECTIVE FROM PSI INDUSTRIES FOR WORK
AT O.J. SEMMES ELEM.****

\$ _____

IV. SPECIFICATIONS AND PRICE (CONT.)

C. Each location will be priced individually, so that payment can 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. The School District reserves the right to deduct locations or modify scope of work per locations. Please indicate estimated start and completion dates per location.

2a.) Alternate #1 (O.J. Semmes Elem.)

Wood Doors#114-116;

Metal Door #113

Pricing shall also include new door signage (screw type)

Start Date _____

Completion Date _____

\$ _____

****REFER TO ATTACHMENT#1 – ENVIRONMENTAL DIRECTIVE FROM PSI INDUSTRIES FOR WORK AT O.J. SEMMES ELEM.****

3.) Pine Meadow Elem.

Doors #1-13

Start Date _____

Completion Date _____

\$ _____

OVERALL TOTAL \$ _____

REQUIRED DOCUMENTS NEEDED FOR BID AWARD CONSIDERATION:

- A. Original Bid Document w/Signature (Page 1 of this document)
- B. State of Florida Business License
- C. Signed Drug Free Workplace Certification Form, if applicable
- D. Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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.

Vendor's Signature _____

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 whom 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 proposal 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 proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of 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 it 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.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



January 12, 2011

Mr. Greg Gibbs
The School District of Escambia County
30 East Texar Drive
Pensacola, Florida 32503

Subject: O.J. Semmes Elementary School
Pensacola, Florida

Dear Mr. Gibbs:

Professional Service Industries, Inc. (PSI) conducted testing for lead based paint in the conjunction with an up coming project at O.J. Semmes Elementary School

Testing was conducted with an x-ray fluorescence (XRF) analyzer. XRF readings of 1.0 milligrams per square centimeter (mg/cm^2) or greater are considered positive under U.S. Housing and Urban Development Department and EPA regulations for target housing and child-occupied facilities.

- No components were found to have lead concentrations equal to or in excess of $1.0 \text{ mg}/\text{cm}^2$.

It must be noted that OSHA does not have any standard concerning the concentration of lead in paint. Rather, the OSHA Construction Lead Standard regulates the concentration of airborne lead that workers are exposed to during construction related activities. Therefore, it is possible for disturbance of painted surfaces containing lead at concentrations below the HUD standard to result in airborne concentrations of lead that exceed the OSHA Action Level (AL) of 30 micrograms per cubic meter or the Permissible Exposure Level (PEL), which is 50 micrograms per cubic meter. A Negative Exposure Assessment should be conducted by the contractor which would include an evaluation of the type of work that will be conducted (i.e. drilling, sawing, demolition, repainting etc.), the concentration of lead detected in the in the air while the work is being performed exposure air monitoring.

If you have any questions concerning these results please feel free to call us at 434-1000. We look forward to working with you again.

Sincerely,
Professional Service Industries, Inc.

A handwritten signature in black ink, appearing to read 'M. Keith Wasdin', is written over a horizontal line.

M. Keith Wasdin
Branch Manager/Senior Environmental Professional