



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
April 27, 2017

PURCHASING CONTACT & TELEPHONE:
Jim Higgins; 850.469.6183
Email: Jhiggins@escambia.k12.fl.us

BID TITLE:
Stadium Lighting Maintenance

BID NUMBER:
171803

BID OPENING DATE & TIME:
Wednesday, May 17, 2017 at 2:00 pm, Central

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

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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

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 purpose of this bid is to establish an Agreement to inspect, maintain, and repair field lighting equipment as required by the District on an as needed basis. Upon mutual written agreement and approval of the School Board of Escambia County, Florida, the Agreement will be issued in one (1) year increments for up to a total of five (5) years. The initial term of the Agreement will be July 1, 2017 through June 30, 2018. All pricing proposed herein shall be firm throughout the first year of the Agreement.

CALENDAR OF EVENTS	
ITB Posting (See Page 1)	Thursday, April 27, 2017
Deadline for Questions (See Pages 5 and 10)	Friday, May 5, 2017 at 5:00 p.m., Central
Answers to Questions and Any Addendums Posted By (See Page 10)	Wednesday, May 10, 2017 at 5:00 p.m., Central
ITB Opening (See Pages 1 and 10)	Wednesday, May 17, 2017 at 2:00 p.m., Central
ITB Evaluation	Wednesday, May 24, 2017
Agreement Start Date	Saturday, July 1, 2017

II. GENERAL TERMS AND CONDITIONS

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

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

manner possible.

- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the 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 District will not accept collect freight charges. (3) No premium carriers will be used for the 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 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 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 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 District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The 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 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 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 District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the District. The Bidder will, at the request of the 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 District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Bidder until redelivery thereof to the 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 bidder 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 thirty-six (36) months from the date of being placed on the convicted bidder list.
- N. PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the 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 District and/or is an employee of the District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. TERMINATION: DEFAULT.** The 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 District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The District may terminate for its convenience at any time, in whole or in part any bid award. In which event of termination for convenience, the 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 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 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 District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the 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 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 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 District to reach a preliminary evaluation; (4) the District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the 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 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 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 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 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 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 District has sole discretion in determining testing and evaluation methods. The District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, **no later than 5:00 p.m., Central, on Friday, May 5, 2017.** Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) 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 seventy-two (72) hours in the Purchasing Office and are also posted to the District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. 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 1**. Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

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

- A. **AGREEMENT RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each contract year.

Beginning on the second Agreement year, and each Agreement year thereafter (including additional renewal terms), adjustments to labor rates will be negotiable and limited to the appropriate [Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index for South urban; Size B/C](#) as published by the US Department of Labor, Bureau of Labor Statistics in December of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than February 1st of each year. Rate adjustments will not be automatic. Current year pricing will be retained for an additional, successive year if the successful Vendor fails to submit a rate adjustment by the deadline. If there is a decline in the CPI-U for any given year, compensation will not be reduced lower than the initial Agreement year rate. If a rate adjustment is requested, the Purchasing Department will provide notification of allowable increases, if applicable, by March 1st.

- B. **BIDDER QUALIFICATIONS:** Bidder must be licensed to do business in Escambia County and/or the State of Florida. Bidders shall hold a current business license and shall be qualified to provide the service as described herein.
- C. **BACKGROUND SCREENING REQUIREMENTS:** The successful Bidder 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://ecsd-fl.schoolloop.com>. Vendor will provide school a

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

D. RISK MANAGEMENT PROVISIONS: Anything in the foregoing Articles to the contrary notwithstanding, each Bidder thereof hereby agrees to:

1. HOLD HARMLESS/INDEMNIFICATION AGREEMENT: 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, employees and volunteers) 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 Bidder (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 Bidder 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 Bidder.

2. REQUIRED INSURANCE:

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 Bidder 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 forty-five (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.

If this agreement involves performance by officers, employees, agents or sub-contractors of the Bidder, the Bidder 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.

E. COMPLIANCE WITH LAWS: The Bidder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Bidder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

F. GOVERNING LAWS: This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement will be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- G. CONFLICT OF INTEREST:** The Bidder affirm(s) that, to the best of its knowledge, there exists no actual or potential conflict between the Bidder's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Bidder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- H. COVENANT AGAINST CONTINGENT FEES:** The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District will have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- I. FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
1. Keep and maintain public records required by the School Board to perform the service.
 - a. 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>)
 - b. 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.
 2. 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.
 3. 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.
 4. 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, NROSS@ESCAMBIA.K12.FL.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.

J. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Bidders or representatives of any potential Bidders to this solicitation with District personnel involved with or related to this bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
2. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
3. Any current meetings the Bidder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the bid.

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

L. BIDDER'S CLERICAL ERRORS: The Purchasing Department will correct clerical errors if the errors are evident on the face of the bid or on other documents submitted with the bid. A clerical error is an error by the Bidder in transcribing its offer. Examples include: typographical mistakes, errors in extending unit prices, transposition errors, arithmetic errors, instances in which the intended correct unit or amount is evident by simple mathematical calculations (for example: a missing unit price may be established by dividing the total price for the units by the quantity of units for that item, or a missing or incorrect total price for an item may established by multiplying the unit price by the quantity when those figures are available in the bid). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

M. INVOICING: All invoices, packing lists, and other relevant documentation should reference the appropriate Purchase Order. Upon completion of a school location, a detailed invoice may be submitted to the District Project Manager. All invoices must reference the purchase order and school name. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect pricing, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the awarded Bidder to reconcile the invoice to the Purchase Order and to notify the purchasing representative of any discrepancies prior to billing. The District will only honor amounts as authorized on the Purchase Order.

N. PAYMENT METHODOLOGY: The method of payment will be at the District's sole discretion using either of the following methods: by warrant (check) or by "P-card" (the District's Visa credit card). The pricing submitted by the Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply, unless otherwise pre-approved by the District.

- O. **BID DOCUMENTATION AND REQUIRED ENCLOSURES:** One (1), manually-signed original and five (5) copies of the complete bid must be submitted in a sealed package which must be clearly labeled “**ITB #171803 – Stadium Lighting Maintenance**” on the outside of the package. Once accepted, all originals and any copies of bid become the sole property of the District and may be retained or disposed of by the District in any manner in which the District deems fit.

Bids may be subject to disqualification, at the sole discretion of the District, if the Bidder does not comply with the instructions provided herein. Bid submissions **must** be in hardcopy format. Fax and/or email submissions will be considered “**non-responsive**”.

1. **Failure to return the following items WILL result in your bid not being accepted:**

- a. **All pages** of this ITB document (pages 1-17).
- b. A completed and signed “*Invitation to Bid (ITB) & Bidder’s Acknowledgement*” Form (page 1 of the bid document). This form must be completed with an **ORIGINAL, manual signature (blue ink preferred)** and returned with the bid.
- c. A completed and signed “*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*” Form (see pages 16 and 17 of the bid document).
- d. Bidder’s Pricing (Section VI).

2. **Failure to return the following items MAY result in your bid not being accepted, at the sole discretion of the District:**

- a. Signed “*Drug Free Workplace*” Form (see page 15 of the bid document). At minimum, an unsigned form must be returned as part of the entire ITB document (refer to Section III.P.1.a.). While a signed “*Drug Free Workplace*” form is not required, it will be a determining factor in award between two bids that are equal in price, quality, and service.
- b. A copy of the Bidder’s State of Florida Business License (refer to Section III.B.). A copy of the license must be submitted prior to the start date of the Agreement. Licenses must be current. Pending licenses will **not** be accepted.
- c. A copy of the electrician’s State of Florida license (refer to Section IV.A.2.). A copy of the license must be submitted prior to the start date of the Agreement. Licenses must be current. Pending licenses will **not** be accepted.

Faxed or emailed documents will **not** be accepted. All bids must be received no later than **2:00 p.m., Central on Wednesday, May 17, 2017**. The Bidder is responsible for the timely delivery of the bid to the following address: Escambia County School District, Purchasing Department, **Attention: ITB #171803 – Stadium Lighting Maintenance**, 75 N. Pace Blvd., Pensacola, FL 32505.

- P. **BID COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that the Bidders send questions using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this Invitation To Bid is **5:00 p.m., Central on Friday, May 5, 2017**. Any changes in the specifications contained within this ITB will be made by Addendum. Any Addendums concerning this ITB will be posted to the Purchasing Department’s webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>.

It is the sole responsibility of each Bidder to visit the District’s website to determine if an Addendum has been issued in order to obtain said Addendum. Any applicable Addendum and/or responses to questions received will be posted by **5:00 p.m., Central on Wednesday, May 10, 2017**.

All inquiries regarding this ITB should be addressed to:

Jim Higgins, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505

Email: Jhiggins@escambia.k12.fl.us

In order for the Escambia County School District (the District) to ensure fair and equal treatment of all participating Bidders, the above named individual is the District's only designated representative for this ITB. Bidders shall contact this representative for all information regarding this ITB. Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation 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.

Q. FORCE MAJEURE: A "Force Majeure Event" means fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

R. MISCELLANEOUS:

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

IV. SPECIFICATIONS

The work will consist of inspection, maintenance, and repair of lights, brackets, arms and poles at heights up to one-hundred fifty (150) feet. The awarded Bidder shall coordinate all work with the District Project Manager.

A. MINIMUM REQUIREMENTS: The successful Bidder must maintain staff qualified to work on voltage ranges 120V/208V, 120V/240V, 277V/480V, and three phase. The successful Bidder must be able to perform work at/in extreme heights, temperatures, and conditions and shall be responsible for the following minimum requirements:

1. Providing a bucket truck, with an operator, able to reach up to one-hundred fifty (150) feet above the ground.

2. Providing an electrician. The electrician must be licensed in the State of Florida; field lighting experience preferred. A copy of the electrician's license must be provided (refer to Section III.O.2.c.).
3. Inspecting transformers and panels on poles and all wiring for general condition to ensure safe operation of the lighting system.
4. Supplying tools and equipment needed for work. Please note: All parts and materials will be provided by the District's Maintenance Department and shall not be included in this bid. A member of the Maintenance Department will be onsite with the awarded Bidder at each location while the work is performed. The Maintenance Department will have the standard parts and materials, necessary for the completion of the job, on hand and readily available.
5. Reporting all safety issues to the attention of the Maintenance Department before commencing repairs. The Bidder will take pictures of any safety concern and provide them as supporting documentation to the Maintenance Department staff member who is onsite with the awarded Bidder.
 - a. The District Project Manager for this project will be contacted and will determine if immediate repair is authorized. If the District Project Manager is unavailable, the Assistant Director of Maintenance or the Director of Maintenance will be contacted to determine if the safety concern requires immediate repair. These individuals are the only District personnel permitted to authorize additional work.
 - b. If the safety concern is authorized for immediate repair, the successful Bidder will commence repair while onsite, if possible.
 - c. If the safety deficiency is determined as non-immediate, it will be included in the Maintenance Department's budget for near-future repair or replacement.
 - d. The awarded Bidder will provide a written report to the District Project Manager within forty-eight (48) business hours of original notification of the safety concern. This report shall include all safety issues discovered while onsite at each location, pictures of the safety issues discovered, and the final outcome for each issue, as determined by the District.

B. ADDITIONAL REQUIREMENTS: The successful Bidder agrees to adhere to the following additional requirements:

1. The successful Bidder will report to a school official upon arrival and again prior to departure. Billable time begins when the Contractor arrives on site. The District will not pay for travel or mileage to perform services. If cancellation of a work day is required, the awarded Bidder shall notify the District Project Manager at least twenty-four (24) hours in advance.
2. The successful Bidder will coordinate service during times that do not conflict with field use. Any overtime work must be approved, in advance, by the District Project Manager.
3. The successful Bidder will be available for small emergency jobs that require immediate attention. The awarded Bidder must be able to respond to service calls within a three (3) hour period after receiving a request from the District.
4. The awarded Bidder will be responsible for damage to any maintained property resulting from actions of the awarded Bidder. Any damage caused by the awarded Bidder shall be reported to the District Project Manager immediately. Required repairs shall be made at no cost to the District and prior to the release of any additional payments to the Bidder for services rendered.

C. FIELD LIGHTING INFORMATION:

FIELD	SCHOOL	TYPE OF POLE	POLE HEIGHTS (FEET)	NUMBER OF POLES	VOLTAGE	NUMBER OF LIGHTS
Football Field Lighting	West Florida High School	Concrete	92	6	277V/480V	80
	Pensacola High School	Steel	100	6	208V/480V	44
	Tate High School	Metal; Concrete	100; 150	6	208V/ 480V	52
	Escambia High School	Steel	110	6	208V/ 480V	62
	Northview High School	Concrete	110	6	480V	116
	Pine Forest High School	Metal	92	4	277V/ 480V	64
	Woodham Middle School	Metal; Concrete	60; 85	6	277V/ 480V	97
	Washington High School	Metal	85	4	480V	48

FIELD	SCHOOL	TYPE OF POLE	POLE HEIGHTS (FEET)	NUMBER OF POLES	VOLTAGE	NUMBER OF LIGHTS
Baseball Field Lighting	West Florida High School	Concrete	64	6	277V/480V	52
	Pensacola High School	Concrete	65	6	480V	62
	Tate High School	Concrete	95	8	277V/480V	120
	Escambia High School	Concrete	90	8	208V	54
	Northview High School	Concrete	80	6	480V	100
	Pine Forest High School	Concrete	92	6	120V/208V	60
	Woodham Middle School	Concrete	60	8	480V	68
	Washington High School	Metal	85	8	277V/ 480V	92

FIELD	SCHOOL	TYPE OF POLE	POLE HEIGHTS (FEET)	NUMBER OF POLES	VOLTAGE	NUMBER OF LIGHTS
Softball Field Lighting	West Florida High School	Concrete	64	6	277V/480V	18
	Pensacola High School	Concrete	65	4	480V	22
	Tate High School	Wood	50	5	208V	47
	Escambia High School	Wood	50	4	208V	26
	Northview High School	Wood	40	6	277V	18
	Pine Forest High School	Wood	25	5	120V/208V	20
	Woodham Middle School	Wood	50	6	240V	26
	Washington High School	Concrete	55	4	277V/480V	30

V. QUESTIONNAIRE AND RESPONSES

- A. Does your company accept Visa-based Purchasing Cards without imposing surcharges or additional fees? Yes _____ No _____
- B. Has your company done business with the District before? Yes _____ No _____
- C. Please provide, at minimum, three (3) professional references other than the Escambia County School District. Include the company name, reference's name, and the reference's phone number and email address. By providing contact information for these professional references, the Bidder authorizes the District to contact and obtain opinions of work performed by the Bidder which may be used in determining award. Attach an additional sheet, if needed.

1. _____

2. _____

3. _____

VI. PRICING

Provide pricing as indicated below.

ITEM	DESCRIPTION	PRICING
1.	Hourly Bill Rate (Regular Hours) Bucket Truck, Bucket Truck Operator, and Licensed Electrician	\$_____ / Hour
2.	Hourly Bill Rate (Overtime/Emergency Hours) Bucket Truck, Bucket Truck Operator, and Licensed Electrician	\$_____ / Hour
3.	Minimum Hourly Charge (if applicable)	\$_____ / Hour

VII. EVALUATION AND AWARD CRITERIA

Bids shall be evaluated by a committee to determine which bidder best meets the needs of the District at the overall lowest price.

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 bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder's Signature _____

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

Certification

(2) 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.

(3) 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