



INVITATION TO NEGOTIATE

ITN No. February 25, 2021
Due 2:00 PM, EST on March 31, 2021

Generators - Maintenance, Repair and Purchase

Electronic Proposals for **Generators - Maintenance, Repair and Purchase**, will be received at the School Board of Lee County (hereinafter the District), Procurement Services Department, Bonfire Platform. All interested parties must register with Bonfire to view and download documents. Instructions for Vendor Registration can be viewed by clicking the link <https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>. Electronic Proposals must be submitted through the [Bonfire Portal](#) before **2:00 PM, EST on March 31, 2021**. It is the Proposer's responsibility to assure that the proposal is submitted to the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the opening date and time, and by subsequent will not be considered for award.

Business entities interested in providing **Generators - Maintenance, Repair and Purchase** services to The School Board of Lee County are hereby notified that electronic proposals for providing the required services must be submitted by **2:00 PM, EST on March 31, 2021**, at The School Board of Lee County, Procurement Services Department, Bonfire Platform.

A **MANDATORY** Pre-Submission conference will be held at **9:00 AM EST on March 9, 2021**, via live virtual video conference or in person at Maintenance Services, 3308 Canal Street, Fort Myers FL 33916.

Join Zoom Meeting

<https://leeschools.zoom.us/j/94785402326?pwd=RitCS2czNIJGY3Q3NUhya0VncEU3UT09>

Meeting ID: 947 8540 2326

Passcode: 372841

Due to COVID-19 it is essential that all attendees comply with CDC Guidelines (wear mask and social distancing). All participants must report to the front lobby when arriving on campus.

PROPOSER INFORMATION SHEET

School Board of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release: February 25, 2021

ITN No.: **N207392RC**

ITN Title: **Generators - Maintenance, Repair and Purchase**

Contact: Richard Cowie- RichardAC@leeschools.net

Invitation to Negotiate proposals must be electronically submitted to The School Board of Lee County, Department of Procurement Services, Bonfire Platform, no later than **2:00 PM, EST on March 31, 2021** and plainly marked ITN No. **N207392RC, Generators - Maintenance, Repair and Purchase**. Responses are due and will be opened at this time.

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____

(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Anti-Collusion Statement/Public Domain: I, the Proposer have not divulged, discussed, or compared this proposal with any other Proposer and have not colluded with any other Proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this ITN. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning this **Proposer Information Sheet**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> We do not offer the services requested |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Keep our company on the bid list for future ITN's |
| | <input type="checkbox"/> Other |

TABLE OF CONTENTS

	<u>Page</u>
Proposer Information Sheet.....	2
General Conditions.....	4
Federal Grants Terms and Conditions.....	12
Detailed Specifications.....	15
Estimated Timeline.....	17
Proposal Submittal (Information to be Included in the Proposal).....	18
Exhibit 1 – School District of Lee County Delivery Locations	23
Appendix 1 – District Transform Information and Locations.....	26

GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Electronic Proposal Requirements:** The “Proposer Information Sheet”, page 2 of the ITN, must be completed, signed, and returned with each proposal. Proposers must submit one electronic proposal, electronically signed by a representative authorized to legally bind the Proposer to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) “District” shall mean The School District of Lee County, Florida.
 - b) “Proposer” shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) “Contractor” shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer’s Responsibility:** It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in electronically. Proposals having erasure or corrections must be initialed by the Proposer. All proposals must be signed by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in the Bonfire Platform.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Contractor list. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Submission of Proposal:** One proposal must be electronically submitted in the School District of Lee County’s Bonfire Platform no later than the date and time specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the due date and time and by subsequent will not be considered for award.
12. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of

this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.

13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.

14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Contractors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.

(a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any Proposer or any individual on behalf of a Contractor will result in rejections/disqualification of said response.

(b) Violation of the provision regarding lobbying may also result in debarment of the Contractor as provided in Policy 6.071.

15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.

16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Contractor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall

be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.

17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Contractor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Contractor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the District.

18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.

a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.

b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.

c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.

- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.
21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 95,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the second largest employer in Lee County.
22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Contractor's control
- b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Contractor may propose a substitute product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.
24. **Contractor Performance:** The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Contractor shall at all times maintain good discipline and order while on District property. Contractor employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Contractor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Contractor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Contractor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Contractor employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- l) Contractor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Contractor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such utilities service. If Contractor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Contractor within five (5) business days of written demand for same from the District.
- n) Contractor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Contractor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.
- o) When requested, Contractor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA

requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

- q) The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
- i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

25. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.
27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
28. **Worker's Compensation:** Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Contractor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
29. **Supplier Diversity Plan:** The School Board of Lee County's has a goal to expand participation opportunities for Minority Businesses in the construction and providing of goods and services to construction projects. Minority Business

participation goals, along with reporting compliance procedures will be set during the negotiation process.

30. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
31. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
- a) Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;

- c) Contractor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
- d) Contractor has been engaging in business operations in Cuba or Syria.
- e) The School District may at any time by written notice to the Contractor stop all or any part of the work for this ITN award. Upon receiving such notice, the Contractor 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 ITN terms and conditions.
- f) Failure of the Contractor to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Contractor in writing within five (5) calendar days via the Contractor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Contractor. The defaulting Contractor may be responsible for reimbursing the District for price differences.
32. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
33. **Liability:** Where Contractors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
34. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Contractor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Contractor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.
35. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
36. **Laws and Regulations:** Contractors 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. Contractors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Contractor.
38. **Governing Law & Venue:** 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. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Southwest District of Florida.
39. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
40. **Ethics:** All awarded Contractors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
41. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family

which owns any interest of any amount in the Proposer's company, partnership or agency.

42. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
43. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
44. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
- a) The Contractor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
 - c) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
45. **Liquidated Damages Recovery:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On any occasion where the Contractor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Contractor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Contractor.
46. **Contact Information:** The Contractor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Contractor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
47. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
48. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
 - b) Upon request from the District's custodian of public records, provide the District 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 in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the District.
 - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

e) **PUBLIC RECORDS NOTICE:** If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net
2855 Colonial Blvd., Fort Myers, FL 33966.

49. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will not be confidential with the exception of financial statements.

a) **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.

b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.

e) **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

50. **Patents, Copyrights & Royalties:** Contractors agree to indemnify and save harmless the School District, its officers,

employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Contractor.

51. **ITN 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 the ITN.

52. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

53. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, (b) require that Contractor include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at <http://www.flgov.com/wp-content/uploads/orders/2011/11-116-suspend.pdf>.

54. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor 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 District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. Contractor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor 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. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any

disqualifying offense, the Contractor» will notify the District within 48 hours of such.

- a) The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Contractors to be fingerprinted in every District in which they provide services.
- c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Contractor.

55. **Contractor Process for Fingerprinting:** Contractors who will never be present on a school district campus are not required to be fingerprinted. Upon award, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: **(NO EXCEPTIONS TO BELOW)**

- (a) Prior to the start of work on any District site, all construction Contractors and other Contractors including but not limited to construction manager, company owners, architects, engineers, specialty Contractors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Contractor or a subcontractor, to a District construction

site or any District property it is the responsibility of the Contractor to follow the requirements of this policy.

Contractor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website:

https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity - Contractor Fingerprinting.

Effective May 12, 2014, fingerprinting services for Contractors with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

56. **Illegal Alien Labor:** Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its Subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
57. **Recovered Material (2 CFR §200.322):** applies to all contracts greater than \$10,000.00. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
58. **Federal Drug-Free Workplace:** Contractor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
59. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** applies if contract is greater than or equal to \$100,000.00. Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

60. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

61. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.

62. **Debarment and Suspension:** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

63. **Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for

employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

64. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276C):**

The Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

65. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):**

Contractor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. The Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. The Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

66. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):**

Contractor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

67. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704):**

No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

68. **Buy American (7CFR PART 210.21(D)):**

For commercial food products, served in the school meals program, Contractor must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).

69. **Civil Rights:**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

DETAILED SPECIFICATIONS

ITN No. N207392RC

Generators - Maintenance, Repair and Purchase

1. **Overview:** One electronic proposal for **Generators - Maintenance, Repair and Purchase**, must be received from eligible Proposers, submitted to the School Board’s Procurement Services Department, Bonfire Platform no later than **2:00 PM EST, on March 31, 2021**, to be considered. Proposer that do not comply with the School Board’s procedures or deadlines will not be considered. The School Board will retain all proposer information received. The Bonfire electronic platform will not allow submissions after the opening date and time, and by subsequent will not be considered for award.

The district desires to secure firm prices including standard hourly rate, overtime hourly rate, rental rates and a percentage mark-up for following categories:

- A. Generator Repair Services
- B. Generator Rental Service (Optional)
- C. Preventative Maintenance Services (Optional)
- D. Purchase Option

The District currently has an estimated 52 generators that may require repairs on an as needed basis. The successful Proposer(s), shall provide prices inclusive of all labor, supervision, overhead, profit, insurance, bonds, tools, vehicles, equipment, and supplies necessary for job completion. All trip charges, mileage, vehicle charges and travel time are to be included in the unit pricing and shall not be invoiced separately to the District. Proposers may submit a response for one, some or all products/services.

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor

2. **Mandatory Pre-Submission Meeting:** A mandatory pre-submission meeting will be held on **March 9, 2021 9:00 AM at 3308 Canal St., Fort Myers, FL 33916** as well as via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/94785402326?pwd=RitCS2czNlJGY3Q3NUhya0VncEU3UT09>

Meeting ID: 947 8540 2326

Passcode: 372841

All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-submission meeting so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the ITN document. A formal response will be provided in the form of an addendum.

3. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Richard Cowie, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
RichardAC@leeschools.net

All questions must be received no later than **March 17, 2021 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the Procurement Department [Bonfire Portal](#). Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document, by addendum to this ITN, or by other contract documents approved and signed by the District, will be binding on the District.

4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.
5. **Orders and Payment:** All orders will be placed directly to the Contractor by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.
6. **Warranty:** All Proposers must state all product and service warranties for category. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 48 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable products may result in immediate termination of this contract.
7. **Inspection of the Site and Cost Estimates:** Prior to commencement of work, the Maintenance Services designee shall discuss or preferably meet with the Contractor on the proposed job site to determine the extent of work necessary for satisfactory completion of the project. Contractor shall be required to be familiar with the site conditions for each job scheduled. Based on this determination, the Contractor shall prepare a work description and cost estimate under the guidelines and criteria set forth by these specifications. Provided adequate funds are available for the project and the District, in its sole discretion, determines to proceed with the project, a purchase order shall then be issued to the contractor detailing proposed work and costs and authorizing said work to begin. The written proposal shall be completed by contractor and submitted to the Maintenance Services Department. Proposal shall include itemized costs and completion time.

The prices quoted shall reference Bid Tabulation line item and be all inclusive, for example to include:

- a. List all required equipment and material by Bid Tabulation line item;
- b. List all required labor per man-hour and supervision by Bid Tabulation line item;
- c. Permit fees (if applicable)
- d. Bonding fees (if applicable)
- e. Builders Risk fee (if applicable)

The District shall not pay any additional amount, including add-ons, administrative fees, copy fees, demurrage, disposal fees, environmental fees, fuel charge, incidentals, contractors' licenses or permits, pass

through, restocking, service fees, shipping, loading or unloading, surcharges, taxes imposed on the contractor, sub-contractors or delivery companies, tool allowance or utility increases.

Prior to beginning work, the Contractor shall determine through each utility agency and the Maintenance Services Department, the location of utilities in the vicinity. The District will assume no liability for the Contractor's operation in the vicinity of existing utilities. All repairs shall conform to these specifications. Any existing conditions or materials of substandard quality are to be repaired or replaced with materials conforming to these specifications.

8. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
9. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Contractor must provide **detailed product specification** of substitute or additional products.
10. **New Products and/or Services:** New products and/or Services may be added during the term of the contract, upon completion of successful price negotiations between the District and the Contractors).
11. **Qualifications:** Proposals will be considered only from Contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

12. **Estimated Timeline**

February 25, 2021	Release of ITN No. N207392RC
March 17, 2021	Written questions due in the Department of Procurement Services by 2:00 PM, local time
March 9,2021	A Mandatory Pre-Submission meeting is scheduled for 9:00 AM at 3308 Canal St., Fort Myers, FL 33916 as well as via live virtual video conference. Join Zoom Meeting https://leeschools.zoom.us/j/94785402326?pwd=RitCS2czNIJGY3Q3NUhyaOVncEU3UT09 Meeting ID: 947 8540 2326 Passcode: 372841
March 31, 2021	Proposals due on or before 2:00 PM local time Department of Procurement Services Bonfire Platform
April 8, 2021	Evaluation Committee Meeting Review and Scoring of Written Proposals 8:00 AM local time 3308 Canal Street Fort Myers, Florida 33916
April 15, 2021	Optional interviews, schedule at the District's discretion

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

13. Bonding Requirements

Public Payment and Performance Bond - Awarded Contractor shall furnish the District with a PUBLIC PAYMENT AND PERFORMANCE BOND that has been recorded with the Clerk of Courts, Lee County, Florida for each project totaling over \$200,000.00. The Performance and Payment Bonds shall be in the amount of 100% of the project total. Additional amounts will be required for all increases or changes.

The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

THE FOLLOWING MUST BE SUBMITTED, BY THE AWARDED CONTRACTOR(S), WITHIN FIVE (5) BUSINESS DAYS OF THE AWARD; FAILURE TO SUBMIT MAY BE GROUNDS FOR THE BOARD TO RESCIND THE AWARD.

Certification of Insurance
W-9 Form

If within five (5) business days after notification by the District of Board approval of the Award, the successful Proposer(s) refuses or otherwise fails to furnish the required or fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Award.

14. Proposal Submittal Requirements - Information to be Included in the Proposal: In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted electronically in the Procurement Department [Bonfire Portal](#). **Failure to comply with response submittal requirements may be grounds for response rejection.**

Proposer will upload a total of **5 DOCUMENTS** for each category into the [Bonfire Portal](#):

A. PROPOSAL

- a. **Proposal Information Sheet:** The Proposer Information sheet is the first page of the proposal.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
 - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
- d. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:
 - i. Ownership (describe in detail).
 - ii. Date of business inception under current name: ____ / ____ / _____ (mm/dd/yyyy).
 - iii. Explain any previous and/or anticipated changes to Proposer's organizational structure and/or distribution of ownership.
 - iv. Affiliated organizations/accreditations/partnerships.
 - v. Describe Proposer's business profile in the state of Florida.

- vi. Describe Proposer’s regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.
- vii. Describe the ethics standards in place at Proposer’s firm and provide a copy of such

B. FILLABLE FORMS

- a. **Attachment A – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements.
 - i. Provide a current copy of the Certificate of Insurance naming the School **Board** of Lee County as an additional insured for all coverages except Workers Compensation and Professional Liability policies. **It is the responsibility of the awarded Contractor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- b. **Attachment B – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
- c. **Attachment C – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- d. **Attachment D – Drug-Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug-Free Workplace Form must be signed and returned.
- e. **Attachment E – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized.**
- f. **Attachment F – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified.
- g. **Attachment G – Scrutinized Company Certification Form:** Proposer shall complete form with all required information and all signatures as specified.

C. REFERENCES

Reference Request Form: A minimum three (3) are required to be received by the District via email no later than the proposal due date, from Proposer’s clients. Proposer’s clients shall email the completed Reference Form to **RichardAC@leeschools.net**, and references shall be received from the Proposers client’s email address. Proposers may request more than 4 clients to submit references. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.

D. CATEGORY SPECIFIC REQUIREMENTS FOR EACH PROPOSED

Each category has specific scope of work and proposal submittal requirements. Proposer will need to download category specific requirements for each they intend to respond to.

- A. **Generator Repair Service**
- B. **Generator Rental Service**
- C. **Preventative Maintenance Services**
- D. **Purchase Option**

E. PROPOSAL RESPONSE FORM FOR EACH CATEGORY PROPOSED

Proposal Response Form – *A separate response must be submitted for each category the proposer intends to respond to.* Submit proposed hourly labor rates. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer’s response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that Contractors will be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.

- A. Generator Repair Services
- B. Generator Rental Service
- C. Preventative Maintenance Services (Optional)
- D. Purchase Option

15. Evaluation of Proposals – Each Category will be evaluated and scored separately: Proposals shall be scored using the category specific evaluation criteria.

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a “short list” in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.

16. Coordination: The District’s designated representative for this contract is the Director of Maintenance Services. The Director, or a designee, shall represent the District as the primary point of contact with whom the awarded Contractor(s) shall coordinate all project, contract, and financial activities. All work resulting from this ITN shall be coordinated with the Director of Maintenance Services (or designee), to provide thorough and consistent scheduling and work flow throughout this contract. All scheduling is to be submitted in advance before work is to start. Contractor(s) shall not accept any work directives other than those issued through the Maintenance Services representative. Requests for service from school principals or other staff must be directed to the Maintenance Services’ representative for approval.

- a. Contractor(s) shall designate one or more employees to fulfill the following roles on the contract:
 - i. Project Manager(s): a person or persons to act as primary contact(s) with the District with respect to contract and financial operations. This person or a designated alternative shall be readily available during normal business hours by phone or in person, knowledgeable of the terms, conditions, and procedures of the contract, and respond to messages within 24 hours.
 - ii. Field Supervisor(s): a person or persons with sufficient skill and experience to properly supervise, guide, and manage an experienced team of the appropriate size to perform the work. The Field Supervisor shall be thoroughly knowledgeable of all specifications and other contract documents and have the authority to act in the Contractor(s) behalf. Field Supervisor(s) shall be responsible for the supervision and direction of the work performed by their employees. Field Supervisor(s) shall review all work to be accomplished with the District to preclude misunderstandings.
- b. All employees of the Contractor shall be considered to be at all times, the sole employees of the Contractor, under his/her sole direction and not an employee or agent of the District. The Contractor shall supply competent and physically capable employees.
- c. All Contractor employees and subcontractor employees must comply with the background screening and fingerprinting requirements as specified in General Conditions paragraph 52-53 and Universal Contractor Badge for the Florida School Districts or District Contractor Badge must be worn and visible at ALL TIMES while on District Property.
- d. The Contractor shall notify the District immediately upon discovery of any new problematic issues. The District will be the sole determiner if action is required/necessary. If during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization of the District authorized representative.
- e. Before performing any work to be completed beyond normal working hours, Contractor must obtain proper authorization from the District.
- f. The District, their respective representatives, agents and employees and governmental agencies with jurisdiction over the project shall have access at all times to the work, whether the work is being performed on or off of the project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access.
- g. Upon receipt of award and notice to proceed (i.e., purchase orders), the project/work shall continue uninterrupted and expediently proceed with vigorous prosecution until completion of all work specified (with the exception of inclement weather conditions).

- h. In the event of any situation where the awarded Contractor cannot complete the work and/or provide the needed service/materials within the time frame required, the District reserves the right to purchase the service from a competing supplier and/or use other Contractors without breaching this contract.

17. Safety: Project shall at all times be properly supervised and adequately manned by an experienced team of appropriate size. The Contractor shall have a Field Supervisor on the work site at all times and shall be responsible for the supervision and direction of the work performed by their employees.

- a. Precautions shall be exercised at all times for the protection of persons (including employees) and property. Contractor must take all necessary precautions to protect District property from possible damage and shall at all times guard against such damage or loss. Any damage caused by the Contractor (i.e. damage to buildings, trees, utilities, etc.) shall be reported by the Contractor immediately to the District within 24 hours.
- b. Contractor shall maintain a safe, clean work area. Site shall be left in good condition and free of any debris or trash. Area shall be kept as neat, clean, and orderly as possible. Debris must be removed on a daily basis. Use of District dumpsters is prohibited.
- c. No material and/or equipment shall be stored on site without prior approval from the District. The Contractor shall be responsible for the protection of their equipment while on District property. Tools and materials should be under supervision at all times. The District assumes no stated or implied responsibility for Contractor property.
- d. The cost of repair or replacement for any and all damage to the Contractor(s) materials and/or equipment shall be borne by the Contractor.
- e. Contractor shall ensure that vehicles are parked at a sufficient and safe distance from work areas.
- f. Contractor(s) shall prohibit their employees from disturbing District property that is not within the employees' scope of responsibility. All employees of the Contractor shall be mentally and physically competent to perform the services required. The Contractor shall enforce strict discipline and good order among their employees at all times.
- g. The Contractor is required to be familiar with and comply with all federal, state and local laws, codes, rules and regulations. All work shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal, and the Contractor shall be responsible for the compliance and/or supply of licenses, bonds, and insurance. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. **It is the responsibility of the awarded Contractor(s) to provide the District with updated copies of current licenses, prior to expiration or personnel change any time during the awarded period. No statement within this proposal request shall negate compliance with any applicable governing regulation.**
- h. The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced.
- i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- j. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- k. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc. Proper safety gear (i.e. safety harness) must be worn when using lift and must be connected to the lift while operating.
- l. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department or designated Maintenance Department representative and the Campus Administrator immediately upon occurrence.
- m. It shall be the responsibility of the Contractor to assure against any asbestos violations. In the event of any asbestos detection or suspicion, the Contractor shall immediately cease work, secure the area and contact the Maintenance Services designee. The District will be responsible for any required abatement.
- n. All debris shall be removed to an environmentally approved landfill or recycling center.
- o. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed

and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

- p. The District reserves the right to stop all work in progress if proper precautions are not taken. The District also may stop all work in progress if it appears to be unsatisfactory.

18. Inspections: Contractor shall thoroughly examine and be familiar with all the specifications. The District shall review with the Contractor, all work accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work. Contractor shall provide the District designee with timely notice of readiness of the work for all required inspections or approvals.

- a. All services performed shall be subject to physical inspections and approval by District personnel for Contractor compliance and satisfaction prior to acceptance of services rendered. The Contractor or authorized representatives shall be available upon request for these joint inspections.
- b. Contractor(s) must notify the Maintenance Department designee of job completion within 24 hours so a final walk-through can be performed.
- c. If deficiencies or unsatisfactory services are noted, The District's designee shall notify the Contractor of the specific deficiencies. The Contractor must rectify these deficiencies by 5:00 p.m. of the next working day, weather permitting. Unsatisfactory services, as determined by The District, not corrected after notification may result in immediate notice of cancellation of the contract.

19. Invoicing: The Contractor shall submit an invoice for each job and include, as a minimum, the following:

- a. A list of materials, for referencing bid tabulation by line item, including rental equipment, and shall be invoiced at the actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the District upon request. Contractor shall provide supporting documents and upcharge on rental equipment, when needed, and upcharge shall not exceed 5%.
- b. All labor shall be invoiced at the contracted hourly rates, reference bid tabulation by line item, and shall include only the actual time expended on the job and shall not include travel time. Invoices must be submitted no later than 30 days after completion of services or delivery. Failure to invoice in a timely manner could significantly delay payment.
- c. Summary of work performed.
- d. Location where work was performed.
- e. Date the work was requested.
- f. Identify the District employee who authorized the work.
- g. Date the work was completed.
- h. The Contractor will provide copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net
- i. All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
- j. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.
- k. THE FOLLOWING MUST BE SUBMITTED, BY THE AWARDED Contractor(S), WITHIN FIVE (5) BUSINESS DAYS OF THE AWARD; FAILURE TO SUBMIT MAY BE GROUNDS FOR THE BOARD TO RESCIND THE AWARD.
 - Certification of Insurance
 - W-9 Form

If within five (5) business days after notification by the District of Board approval of the Award, the successful proposer(s) refuses or otherwise fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Award.

EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

ELEMENTARY SCHOOLS

Allen Park Elementary School	3345 Canelo Drive, Fort Myers, FL 33901
Bayshore Elementary School	17050 Williams Road, North Fort Myers, FL 33917
Bonita Springs Elementary School	10701 Dean Street SE, Bonita Springs, FL 34135
Caloosa Elementary School	620 S. Del Prado Blvd., Cape Coral, FL 33990
Cape Elementary School	4519 Vincennes Blvd., Cape Coral, FL 33904
Colonial Elementary School	3800 Schoolhouse Road E., Fort Myers, FL 33916
Diplomat Elementary School	1115 NE 16th Terrace, Cape Coral, FL 33909
Dr. Carrie D. Robinson Littleton Eleme. School	700 Hutto Road, North Fort Myers, FL 33903
Edgewood Academy	3464 Edgewood Avenue, Fort Myers, FL 33916
Edison Park Creative and Expressive Arts School	2401 Euclid Avenue, Fort Myers, FL 33901
Fort Myers Beach Elementary School	2751 Oak Street, Fort Myers Beach, FL 33931
Franklin Park Elementary School	2323 Ford Street, Fort Myers, FL 33916
G. Weaver Higgs Elementary School	1200 Homestead Road N., Lehigh Acres, FL 33936
Gateway Elementary School	13280 Grin Drive, Fort Myers, FL 33913
Gulf Elementary School	3400 SW 17th Place, Cape Coral, FL 33914
Hancock Creek Elementary School	1601 Skyline Drive, North Fort Myers, FL 33903
Harns Marsh Elementary School	1800 Unice Avenue N., Lehigh Acres, FL 33971
Hector A. Caerata, Jr. Elementary School	250 Santa Barbara Blvd. N., Cape Coral, FL 33993
Heights Elementary School	15200 Alexandria Court, Fort Myers, FL 33908
J. Colin English Elementary School	120 Pine Island Road, North Fort Myers, FL 33903
James Stephens International Academy	1333 Marsh Avenue, Fort Myers, FL 33905
Lehigh Elementary School	200 Schoolside Drive, Lehigh Acres, FL 33936
Manatee Elementary School	5301 Tice Street, Fort Myers, FL 33905
Mirror Lakes Elementary School	525 Charwood Avenue S., Lehigh Acres, FL 33936
North Fort Myers Academy for the Arts	1856 Arts Way, North Fort Myers, FL 33917
Orange River Elementary School	4501 Underwood Drive, Fort Myers, FL 33905
Orangewood Elementary School	4001 DeLeon Street, Fort Myers, FL 33901
Patriot Elementary School	711 SW 18th Street, Cape Coral, FL 33991
Pelican Elementary School	3525 SW 3rd Avenue, Cape Coral, FL 33914
Pine Island Elementary School	5360 Ridgewood Drive, Bokeelia, FL 33922
Pinewoods Elementary School	11900 Stoneybrook Golf Drive, Estero, FL 33928
Ray V. Pottorf Elementary School	4600 Challenger Blvd., Fort Myers, FL 33912
Rayma C. Page Elementary School	17000 S. Tamiami Trail, Fort Myers, FL 33908
River Hall Elementary School	2800 River Hall Pkwy., Alva, FL 33920
San Carlos Park Elementary School	17282 Lee Road, Fort Myers, FL 33967
Skyline Elementary School	620 SW 19th Street, Cape Coral, FL 33991
Spring Creek Elementary School	25571 Elementary Way, Bonita Springs, FL 34135
Sunshine Elementary School	601 Sara Avenue, Lehigh Acres, FL 33971
Tanglewood Elementary School	1620 Manchester Blvd, Fort Myers, FL 33919
The Alva School	17500 Church Avenue, Alva, FL 33920
The Sanibel School	3840 Sanibel-Captiva Road, Sanibel, FL 33957
Three Oaks Elementary School	19600 Cypress View Drive, Fort Myers, FL 33967
Tice Elementary School	4524 Tice Street, Fort Myers, FL 33905
Tortuga Preserve Elementary School	1711 Gunnery Road N., Lehigh Acres, FL 33971
Trafalgar Elementary School	1850 SW 20th Avenue, Cape Coral, FL 33991

Treeline Elementary School
Tropic Isles Elementary School
Veterans Park Academy for the Arts
Villas Elementary School

10900 Treeline Avenue, Fort Myers, FL 33913
5145 Orange Grove Blvd., North Fort Myers, FL 33903
49 Homestead Road S., Lehigh Acres, FL 33936
8385 Beacon Blvd., Fort Myers, FL 33907

MIDDLE SCHOOLS

Bonita Springs Middle Center for the Arts
Caloosa Middle School
Challenger Middle School
Cypress Lake Middle School
Diplomat Middle School
Fort Myers Middle Academy
Gulf Middle School
Harns Marsh Middle School
Lehigh Acres Middle School
Lexington Middle School
Mariner Middle School
North Fort Myers Academy for the Arts
Oak Hammock Middle School
Paul Laurence Dunbar Middle School
The Alva School
The Sanibel School
Three Oaks Middle School
Trafalgar Middle School
Varsity Lakes Middle School
Veterans Park Academy for the Arts

10141 W. Terry Street, Bonita Springs, FL 34135
610 S. Del Prado Blvd., Cape Coral, FL 33990
624 Trafalgar Parkway, Cape Coral, FL 33991
8901 Cypress Lake Drive, Fort Myers, FL 33919
1039 NE 16th Terrace, Cape Coral, FL 33909
3050 Central Avenue, Fort Myers, FL 33901
1809 S.W. 36th Terrace, Cape Coral, FL 33914
1820 Unice Avenue North, Lehigh Acres, FL 33971
104 Arthur Avenue, Lehigh Acres, FL 33936
16351 Summerlin Road, Fort Myers, FL 33908
425 Chiquita Blvd., Cape Coral, FL 33993
1856 Arts Way, North Fort Myers, FL 33917
5321 Tice Street, Fort Myers, FL 33905
4750 Winkler Avenue Extension, Fort Myers, FL 33966
17500 Church Avenue, Alva, FL 33920
3840 Sanibel-Captiva Road, Sanibel, FL 33957
18500 Three Oaks Parkway Fort Myers, FL 33967
2120 Trafalgar Parkway, Cape Coral, FL 33991
801 Gunnery Road, Lehigh Acres, FL 33971
49 Homestead Road S., Lehigh Acres, FL 33936

HIGH SCHOOLS

Bonita Springs High School
Cape Coral High School
Cypress Lake High School
Dunbar High School
East Lee County High School
Estero High School
Fort Myers High School
Gateway High School
Ida S. Baker High School
Island Coast High School
Lehigh Senior High School
Mariner High School
North Fort Myers High School
Riverdale High School
South Fort Myers High School

25592 Imperial Parkway, Bonita Springs, FL 34135
2300 Santa Barbara Blvd., Cape Coral, FL 33991
6750 Panther Lane, Fort Myers, FL 33919
3800 E. Edison Avenue, Fort Myers, FL 33916
715 Thomas Sherwin Avenue., Lehigh Acres, FL 33974
21900 River Ranch Road, Estero, FL 33928
2635 Cortez Blvd., Fort Myers, FL 33901
799 Gunnery Road N, Lehigh Acres, FL 33971
3500 Agualinda Blvd., Cape Coral, FL 33914
2125 De Navarra Pkwy, Cape Coral, FL 33909
901 Gunnery Road, Lehigh Acres, FL 33971
701 Chiquita Blvd., Cape Coral, FL 33993
5000 Orange Grove Blvd., North Fort Myers, FL 33903
2600 Buckingham Road, Fort Myers, FL 33905
14020 Plantation Road, Fort Myers, FL 33912

SPECIAL CENTERS

Adult and Career Education	2855 Colonial Blvd, Fort Myers FL 33966
Buckingham Exceptional Center	3291 Buckingham Road, Fort Myers FL 33905
Cape Coral Technical College	360 Santa Barbara Blvd. N., Cape Coral FL 33993
Dunbar Community School	1857 High Street, Fort Myers FL 33916
Early Childhood Learning Center	3650 Michigan Avenue, Suite 4, Fort Myers FL 33916
Fort Myers Technical College	3800 Michigan Avenue, Fort Myers FL 33916
Home School Education	2855 Colonial Blvd., Fort Myers FL 33966
Lee Adolescent Mothers Program (LAMP)	3650 Michigan Avenue, Suite 2, Fort Myers FL 33916
Lee Virtual Instruction Program	2855 Colonial Blvd., Fort Myers FL 33966
Royal Palm Exceptional Center	3050 Indian Street, Fort Myers FL 33916
Success Academy	3650 Michigan Avenue, Fort Myers FL 33916
S.W. Florida Public Service Academy	4312 Michigan Avenue, Fort Myers FL 33905

CHARTER SCHOOLS

Athenian Academy Charter School	18801 Oak Center Drive, Fort Myers, Florida 33967
Bonita Sprints Charter School	25380 Bernwood Drive, Bonita Springs, Florida 34135-7850
Cape Coral Charter School	76 Mid Cape Terrace, Cape Coral, Florida 33990-2008
City of Palms Charter High School	2830 Winkler Avenue, Suite 201, Fort Myers, Florida 33916-9301
Coronado High School	3057 Cleveland Avenue, Fort Myers, Florida 33901-9301
Donna J. Beasley Technical Academy	60 Bell Blvd N., Lehigh Acres, Florida 33936-6492
Florida Southwestern Collegiate High School	8099 College Parkway, Fort Myers, Florida 33919-5566
Gateway Charter Elementary School	12850 Commonwealth Drive, Fort Myers, Florida 33913-8039
Gateway Charter Intermediate School	12770 Gateway Boulevard, Fort Myers, Florida 33913-8654
Gateway Charter High School	12770 Gateway Boulevard, Fort Myers, Florida 33913-8654
Harlem Heights Community Charter School	15570 Hagie Drive, Fort Myers, Florida 33908-2890
Heritage Charter Academy of Cape Coral	2107 Santa Barbara Boulevard, Cape Coral, Florida 33991-4335
Island Park High School	16520 S. Tamiami Trail, Suite 190, Fort Myers, FL 33908-5349
North Nicholas High School	428 SW Pine Island Road, Cape Coral, Florida 33991-1916
Norther Palms Charter High School	13251 N. Cleveland Avenue, N, Fort Myers, Florida 33903-4816
Oak Creek Charter School of Bonita Springs	28011 Performance Lane, Bonita Springs, Florida 34135-6850
Oasis Charter Elementary School - North	2817 SW 3rd Lane, Cape Coral, Florida 33991-1151
Oasis Charter Elementary School - South	3415 Oasis Boulevard, Cape Coral, Florida 33914-4924
Oasis Charter Middle School	3507 Oasis Boulevard, Cape Coral, Florida 33914-4914
Oasis Charter High School	3519 Oasis Boulevard, Cape Coral, Florida 33914-4914
Palm Acres Charter High School	507 Sunshine Boulevard North, Lehigh Acres, Florida 33971
Six Mile Charter Academy	6851 Lancer Avenue, Fort Myers, Florida 33912-4334
The Island School	135 1st Street W., Boca Grande, Florida 33921-1090

Appendix 1

Generator Information

Count

Alva Middle				1
21219 North River Rd. Alva, Fl. 33920				
Gen. Set	Cummins	75 KW	3-ph	
Model #	GGHF--1636432			
Serial #	H160985733			
Fuel tank	1000			
Fuel	LP gas			
Model #				
Serial #				
Filter				
Filter				
Battery installed				
Site location:				
Exterior of building - Direct access				

Generac	3
Cummins	36
Kohler	8
Onan	1
Caterpillar	2
Katolight	1
Superior	1
	52

Bonita Middle				1
10141 West Terry St. Bonita Springs, Fl. 34135				
Gen. Set	Cummins	80 KW	3-ph	
DIS - 9-30-11				
Model #	DSFAD-7556923			
Serial #	G110234193			
Transfer Switch				
Model #	OTECA-7556925			
Serial #	F110228415			
Fuel tank	268 gal.			
Fuel	Diesel			
Engine	Cummins			
Model #	QSB5-G3			
Serial #	73267128			
Filter	Cummins # LF3970			
Filter	Cummins # FS19732			
Filter	Cummins # AF25960		Wix # 49021	
Filter	Cummins # FF			
Battery installed	9-30-11			
Site location:				
Exterior of building - Cooling tower area				

Bonita High School				1
25592 Imperial Parkway, Bonita Springs, FL 34135				
Gen. Set	Kohler	350KW	3-ph	
DIS - 9-30-11				
Model #	350REOZJB			
SPEC #	GM85455-GA4			
Serial #	NU- SGM32L6F2			
Transfer Switch				
Model #				
Serial #				
Fuel tank	1333 gal			
Fuel	Diesel			
Engine	John Deere			
Model #				
Serial #				
Filter				
Filter				
Battery installed				
Site location:				

Buckingham Exceptional				1
3291 Buckingham Rd. Ft. Myers, Fl. 33905				
Gen. Set	Cummins	50 KW	3-ph	
DIS - 1-3-13				
Model #	DSFAC - 1209325			
Serial #	G120367165			
Transfer Switch #1				
Model #				
Serial #				
Transfer Switch #2				
Model #				
Serial #				
Fuel tank	1000 gal			
Fuel	Diesel			
Engine	Cummins			
Model #	QSB5-G3			
Serial #	73428499			
Filter	FF5612			
Filter	AF25960			
Filter	LF3970			
Filter	FS19732			
BELT	3979344			
Battery installed	1-3-13			
Site location:				
Separate room - exterior of building - direct access				

Cape High		1
2300 Santa Barbara Blvd. Cape Carol, Fl. 33991		
239-574-6766		
Gen. Set	Cummins 67 KW	3-ph
DIS -		
Model #	GGHH5669779	
Serial #	C040624912	
Transfer Switch		
Model #		
Serial #		
Fuel tank	500 gal	
Fuel	LP gas	ser#1x012380
Engine	Ford	
Model #		
Serial #		
Filter	WIX # 51372	
Filter	WIX # 42095	
Battery installed		
Site location:		
Exterior of building in mechanical area - direct access.		

Challenger Middle		1
624 Trafalgar Parkway Cape Coral, Fl. 33991		
Gen. Set	Cummins 67 KW	3-ph
DIS -		
Model #	DGFB-5779555	
Serial #	K060990715	
Transfer Switch		
Model #		
Serial #		
Fuel tank	366 gal	
Fuel	Diesel	
Engine		
Model #		
Serial #		
Filter	Cummins # LF9009	
Filter	Cummins # WF2071	
Filter	Cummins # FS1280	
Filter	Cummins # AF947	
Filter	Cummins # FF42000	
Battery installed 4/28/14		
Site location:		
Exterior of building in mechanical area - direct access.		

Cypress Lake High		1
6750 Panther Lane Ft. Myers, Fl. 33919		
Gen. Set	Cummins 50 KW	3-ph
Model #	DSFAC-1632060	
Serial #	H160981913	
Fuel tank	1000 gal	
Fuel	Diesel	
Engine		
Model #		
Serial #		
Filter		
Filter		
Battery installed		
Site location:		
Exterior of building - Direct access		

Diplomat Elementary		1
1115 NE 16th. Terrace Cape Coral Fl. 33909		
Gen. Set	Cummins 250 KW	3-ph
DIS -		
Model #	DGDAA-5769587	
Serial #	H060959151	
Transfer Switch		
Model #		
Serial #		
Fuel tank	1000 gal	
Fuel	Diesel	
Engine		
Model #		
Serial # S115877-04		
Filter	51748	
Filter	33697	
Filter	33732	
Filter	49708	
WF 2076		
Battery installed 07-31-13		
Site location:		
Exterior of building in mechanical area - direct access.		

Diplomat Middle		1
1039 NE 16th. Terrace Cape Coral, Fl. 33909		
Gen. Set	Kohler 81 KW	3-ph
Model #	80R0ZJ	
Serial #	395532	
Fuel tank	500 gal	
Fuel	Diesel	
Engine		
Model #		
Serial #		
Filter	33532	
Filter	51243	
Filter	42404	
Filter	33795	
Battery installed		
Site location:		
Exterior of building - Direct access		

Dunbar High		1
3800 Edison Av. Ft. Myers, Fl. 33916		
Gen. Set	Cummins 350KW	3-ph 480v
DIS -		
Model #	DFEG-1402325	
Serial #	D140666420	
Transfer Switch		
Model #		
Serial #		
Fuel tank	1700	
Fuel		
Engine		
Filter	Cummins # FS1006	
Filter	Cummins # AH1135-M	
Filter	WIX # 24071	
Filter	WIX # 33691	
Battery installed		
Site location:		
Exterior of building by gym - direct access.		

East Lee County High # 1		1
715 Thomas Sherwin Ave. So. Lehigh Acres, Fl. 33971		
Gen. Set	Cummins 250 KW	3-ph
DIS -		
Model #	DQDAC-6205	
Serial #	I060975354	
Transfer Switch		
Model #	OTPCB-5769640	
Serial #	G060950158	
Transfer Switch		
Model #	OTPCB-5769641	
Serial #	G060950157	
Fuel tank	1000	
Fuel	Diesel	
Engine		
Model #	QSL9-G5	
Serial #	46650951	
Filter	Cummins # FF5580	
Filter	Cummins # FS19732	
Filter	Cummins # AF25708-M	
Filter	Cummins # LF9009	
Filter	Cummins # WF2076	
Battery installed		
Site location:		
Exterior of building in mechanical area - direct access.		

East Lee County High # 2		1
715 Thomas Sherwin Ave. So. Lehigh Acres, Fl. 33971		
239-369-2932		
Gen. Set	Kohler 1600KW	3-ph
DIS -		
Model #	1600REOZM	
Serial #	2141957	
Transfer Switch		
Model #		
Serial #		
Fuel tank	8250	
Fuel	Diesel	
Engine		
Model #		
Serial #	S115877-04	
Filter FUEL	GM13947	
Filter OIL	GM13950	
Filter OIL	GM38852	
Filter AIR	ECO 272981	
BELT	GM19614	
BELT	GM21917	
Battery installed 02-15-13		

Estero High	1
21900 River Ranch Rd. Estero, Fl. 33928	
239-947-9400	
Gen. Set	Onan 66 KW 3-ph
DIS -	
Model # 100.0DVC-1SR/26985B	
Serial # D860811596	
Transfer Switch	
Model #	
Serial #	
Fuel tank 1000 gal	
Fuel Diesel	
Engine Kamatsu	
Model # 066ST	
Serial # 80701	
Filter	WIX # 33519
Filter	
Battery installed	
Site location:	
Separate room - exterior of building - direct access	

Fort Myers High	1
2635 Cortez Blvd. Ft. Myers, Fl. 33901	
239-334-2167	
Gen. Set	Kohler 81 KW 3-ph
Model # 80R0ZJ71	
Serial # 358247	
Fuel tank 500 gal	
Fuel Diesel	
Engine John Deere	
Model #	
Serial # CD6059T175890	
Filter	WIX # 46377
Filter	WIX # 33532
Filter	WIX # 51243
Battery installed	
Site location:	
In the main electric room - Direct access	

G. Weaver Hipps Elementary	1
715 Thomas-Sherwin Ave. Lehigh Acres, Fl. 33	
Gen. Set	Generac 80 KW 3-ph
Model # 4973500100	
Type # SD0080-G363.9D18EBSYC	
Fuel tank 200 est.	
Fuel Diesel	
Engine	
Model # 4D34-T	
Serial # 2081833	
Filter	WIX # 33397
Filter	WIX # 46759
Filter	WIX # 51675
Battery installed	
Site location: 10/1/2014	
Exterior of building - direct access.	

Gulf Elementary	1
3400 SW 17th. Place Cape Coral, Fl. 33914	
Gen. Set	Cummins 50 KW 3 ph
Model # DSFAC-1531379	
Serial # L150900791	
TRANSFER SWITCH	
MODEL-OTPCA 1531506	
SERIAL- K15M892926	
Fuel tank 1000 gal	
Fuel Diesel	
Engine Cummins	
Model #	
Serial #	
Filter	
Filter	
Filter	
Battery installed 01/4/16	
Site location:	
Separate room - Direct access	

Gulf Middle	1
1809 SW 36th. Terrace Cape Coral, Fl. 33914	
Gen. Set	Cummins 125 KW 3 ph
DIS -	
Model # DSGAB-7252496/B	
Serial # J080212126	
Transfer Switch	
Model # OTPCB-7252496	

Serial # I080207086
Fuel tank 500 gal
Fuel Diesel
Engine
Model # QSB7-G3 NR3
Serial # 46948213
Filter Cummins # LF3970
Filter Cummins # AF25962
Filter Cummins # FS19732
Filter Cummins # FF5612
Battery installed
Site location:
Inside of building 30' from access door.

Harn's Marsh Middle 1
1820 Unice Ave. No. Lehigh Acres, Fl. 33971
Gen. Set Cummins 750 KW 3-ph
DIS - 4-23-12
Model # DQCB-A041F956
Serial # A120294096
Transfer Switch
Model # OTCG-9609807
Serial # L110286096
Transfer Switch
Model # OTECB-9528817
Serial # L110284150
Fuel tank 2000 gal.
Fuel Diesel
Engine
Model # QSK23-G7NR2
Serial # 00323923
Filter 2X FS1006
Filter WF2076
Filter 2X LF9325
Filter AF25593
Filter FS19763 G
Battery installed - 4-23-12
Site location:
Exterior of building - Direct access.

Heights Elementary 1
15200 Alexandria Ct. Ft. Myers, Fl. 33908
Gen. Set Cummins 275 KW 3-ph
DIS -
Model # DSFAE-6157182
Serial # A080147292
Transfer Switch
Model #
Serial #
Fuel tank 500 gal
Fuel Diesel
Engine
Model # Q5B5-G3-NR3
Serial # 21822918
Filter Cummins # FF5421
Filter Cummins # LF3970
Filter Cummins # FS19732
Filter Cummins # AF25960
Battery installed
Site location:
Interior room in building - indirect access

Island Coast High 1
2125 DeNavarra Pkwy. Cape Coral, Fl. 33993
Gen. Set Cummins 275 KW 3-ph
DIS -
Model # DQHAA-7002
Serial # I070108531
Transfer Switch
Model #
Serial #
Fuel tank 1000 gal
Fuel Diesel
Engine
Model # QSM11-G4NR3
Family # 7CEXL0661AAH
Filter Cummins # LF9001
Filter Cummins # WF2074
Filter Cummins # AF25708-M
Filter Cummins # FS1003
Oil - 9 gallons.
Battery installed 02-26-13
Site location:
Interior room in building - indirect access

James Stevens International Academy		1
1333 Marsh Ave. Ft. Myers, Fl. 33905		
Gen. Set	Cummins 80 KW	3-ph
DIS -		
Model #	DSFAE-544631	
Serial #	F090006456	
Transfer Switch		
Model #	OTPCB-543515	
Serial #	E0900001310	
Fuel tank	250 Gal.	
Fuel	Diesel	
Engine	STAMFORD	
Model #	OSB5-G3NR3	
Serial #	73001715	
Filter	WIX #33682	
Filter	WIX #33732	
Filter	WIX #57182	
Filter	CUMMINS #AF25960	
Battery installed		
Site location:		
Generator room - indirect access		

Lee County Public Education Center		1
2855 Colonial Blvd. Ft. Myers, Fl.		
Gen. Set1	Cummins 250 KW	3-ph
DIS -		
Model #	DGFC-5775712	
Serial #	I060972795	
Transfer Switch		
Model #	OTECEB-5775716	
Serial #	I060973588	
Fuel tank	800 gal.	
Fuel	Diesel	
Engine		
Model #		
Serial #		
Filter	LF9009	
Filter	WF2071	
Filter	FS1251	
Filter	FS1280	
Filter	AF947	
Battery installed 07-08-13		
Site location:		
Exterior of building - Direct access.		

Lee County Public Education Center		1
Gen. Set2	Cummins 125 KW	3-ph
DIS -		
Model #	DGDK-5775711	
Serial #	L060972794	
Transfer Switch		
Model #	OTECEB-5775708	
Serial #	I060973590	
Transfer Switch		
Model #	OTECEB-5775708	
Serial #	I060973589	
Fuel tank	500 gal.	
Fuel	Diesel	
Engine		
Model #		
Serial #		
Filter	FS1251	
Filter	AF947	
Filter	LF3959	
Battery installed		
Site location:		
Exterior of building - Direct access.		

Lee County Public Education Center		1
Gen. Set3	Cummins 650 KW	3-ph
DIS -		
Model #	DQCA-5778143	
Serial #	I060998214	
Transfer Switch		
Model #	OTECEB-5775703	
Serial #	I060973590	
Transfer Switch		
Model #	OTECEB-5775709	
Serial #	I060973603	
Fuel tank	2000 gal.	
Fuel	Diesel	
Engine		
Model #	QSK23-G3	
Serial #	5FXL023AAA	
Filter 2X	FS1006	
2X	LF670	

Filter WF2076
Filter AF25593
Filter
Battery installed
Site location:
Exterior of building - Direct access.

Lehigh Elementary 1
200 Schoolway St. Lehigh Acres, Fl. 33936
Gen. Set Cummins 200 KW 3-ph
DIS -
Model # DSHAC-7523912
Serial # L080224492
Transfer switch
Model # OPTCB-7498603
Serial # K080220746
Fuel tank 500 gal.
Fuel Diesel
Engine
Model #
Serial #
Air filter 1 - AF25708M
Lube filter 1 - LF9009
water filter 1 - WF2076
PAC,FS 1 - FS19732
Fuel filter 1 - FF5580
Chem Pkg 1 - DCA65-L
100 Single 6 - CC2602-B
Battery installed
Site location:
Generator room - Direct access.

Lehigh Middle 1
104 Arthur Ave. Lehigh Acres, Fl. 33936
Gen. Set Cummins 50 KW 3-ph
DIS -
Model # DGHE-5588568
Serial # A030454137
Transfer Switch
Model # TBCA100-4XU/31016
Serial # B830650213
Fuel tank 1000 gal
Fuel Diesel
Engine
Model #
Serial #
Filter M1 102
Filter 33386
Filter 46671
Filter 33208
Battery installed
Site location:
Inside building - 30' from exterior door.

Manatee Elementary 1
5301-5321 Tice Street Ft. Myers, Fl. 33905
Gen. Set Kohler 80 KW 3-ph
Model # 80RE0ZJC
Serial # 2129481
Fuel tank 500 gal
Fuel Diesel
Engine John Deere
Model #
Serial #
Filter WIX # 46377
Filter JD # RE504836
Filter JD # RE509031
Oil - 5 gal.
Battery installed
Site location:
Exterior of building - Direct access

Mariner High 1
701 Chiquita Blvd. Cape Coral, Fl. 33993
Gen. Set Cummins 66 KW 3 ph
Model # 100.0DVC-15R/26985B
Serial # I860839264
Transfer Switch
Model #
Serial #
Fuel tank 1000 gal
Fuel Diesel
Engine
Model # O665T
Serial # 83933
Filter WIX # 33519

Filter WIX # 42126
Filter WIX # 51444
Battery installed
Site location:
Separate room - exterior of building - direct access

Mirror Lakes Elementary 1
525 Charwood Ave. Lehigh Acres, Fl. 33936
Gen. Set Cateroillar 210 KW 3-ph
Model # G3406
Serial # 23586
Fuel tank 1000 gal
Fuel Propane
Engine
Model #
Serial #
Filter 51792
Filter 42680
Filter 42681
Battery installed
Site location:
Separate room - Direct access

North Fort Myers Academy of the Arts 1
1856 Arts Way North Ft. Myers, Fl. 33917
Gen. Set Cummins 1000 KW 3-ph
DIS -
Model # DQFAD-931059
Serial # I090032630
Transfer Switch
Model # OTPCG-881029
Serial # H090022845
Fuel tank 6000 Gal.
Fuel Diesel
Engine Cummins
Model # QST30-G5
Serial # 37241439
Filter Cummins 2- LF9080
Filter Cummins 1- FS1006
Filter Cummins 2- WF2071
Filter Cummins 2- AH1135-M
Filter Cummins 1- FF2203
Battery installed 06-07-13
Site location:
Exterior of building East side - direct access.

North Fort Myers High 1
5000 Orange Grove Blvd. North Ft. Myers, Fl. 33903
Gen. Set Generac 125 KW 3-ph
Model # 93A-030915
Serial # 2008650
Fuel tank 500 gal
Fuel Diesel
Engine
Model #
Serial #
Filter 33426
Filter 33393
Filter 51282
Filter 546423-26020842
Battery installed 03-20-13
Site location:
Chiller yard - Direct access

Oak Hammock Middle 1
5321 Tice St. Ft. Myers, Fl. 33905
Gen. Set Cummins 300 KW 3-ph
DIS -
Model # 300DQHAB-7080
Serial # J070119307
Transfer Switch #1
Model # OTPCB-5936727
Serial # I070110914
Transfer Switch #2
Model # OTPCB-5936406
Serial # I070109181
Fuel tank 600 gal. 24 hr. run
Fuel Diesel
Engine
Model #
Serial #
Filter Cummins # FS19596
Filter Cummins # LF9001
Filter Cummins # WF2054
Filter Cummins # AF25877
Filter Cummins # AF25878

Oil - 11 gal.
Battery installed 04-18-13
Site location:
Exterior of building - direct access

Patriot Elementary 1
711 SW 18 th.St.. Cape Coral, Fl. 33991
Gen. Set Cummins 80 KW 3-ph
DIS -
Model # DGCG-5778098
Serial # J060982992
Transfer Switch
Model #
Serial #
Fuel tank 366 gal
Fuel Diesel
Engine
Model #
Serial #
Filter WIX # 46562
Filter Cummins # FS1251
Filter Cummins # LF3345
Filter Cummins # FS19624
Battery installed
Site location:
Exterior of building - direct access

Pelican Elementary 1
3525 SW 3rd. Ave. Cape Coral, Fl. 33914
Gen. Set Cummins 35 KW 3-ph
DIS -
Model # DGBB-5755283
Serial # D050772605
Transfer Switch
Model # OTECA-5754040
Serial # C060895334
Fuel tank 300 gal
Fuel Diesel
Engine
Model #
Serial #
Filter Cummins # LF3553
Filter WIX # 51602
Filter WIX # 33472
Filter WIX # 46562
Battery installed
Site location:
Exterior of building - direct access

Ray V. Potorff Elementary 1
4600 Challenger Blvd. Ft. Myers, Fl. 33912
Gen. Set Cummins 1000 KW 3-ph
Model # DQFAD5769649
Serial # K060988692
Transfer Switch - Lakeshore
Model #
Serial #
Fuel tank 3000 gal
Fuel Diesel
Engine
Model #
Serial #
Filter Cummins # LF9001 (4)
Filter Cummins # WF2071 (2)
Filter Cummins # FS 1006
Filter Cummins # FF2203 (2)
Filter Cummins # AH1135-M (2)
Oil 39 gallons
Battery installed
Site location:
Exterior of building - direct access

Rayma C. Page Elementary 1
17000 S. Tamiami Trail Ft. Myers, Fl. 33908
Gen. Set Cummins 80 KW 3-ph
DIS -
Model # DGCG-5710950
Serial # D050772605
Transfer Switch
Model #
Serial #
Fuel tank 500 gal
Fuel Diesel
Engine
Model # 4BTA3.9-G3
Serial # 46486058

Filter	WIX # 49021
Filter	WIX # 46562
Filter	WIX # 33472
Filter	WIX # 51602
Battery installed	
Site location:	
Exterior of building - direct access	

Riverdale High		1
2600 Buckingham Rd. Ft. Myers, Fl. 33905		
Gen. Set	Katolight 30 KW	3 ph
Model #	C30FRG4	
Serial #	646858-77844	
Fuel tank	120 gal est.	
Fuel	LP gas	
Engine		
Model #		
Serial #		
Filter AIR	546455	
Filter OIL	WIX51036	
Battery installed		
Site location:		
Exterior of building - Chiller yard		

River Hall Elementary		1
2800 River Hall Parkway Alva, Fl. 33920		
Gen. Set	Kohler 80 KW	3 ph
Model #	8DRE0ZJB	
Serial #	2094356	
Fuel tank	500 gal	
Fuel	Diesel	
Engine	John Deer	
Model #		
Serial #	*XPE4045T570362*	
Filter	JD # RE60021	
Filter	JD # RE59754	
Battery installed		
Site location:		
Inside generator building - easy access		

San Carlos Park Elementary		1
17282 Lee Road Ft. Myers, Fl. 33967		
Gen. Set	Kohler 50 KW	3 ph
DIS - 10-17-11		
Model #	DSFAC-7569919	
Serial #	H110234572	
Transfer Switch		
Model #	0TECB-7569921	
Serial #	G110228626	
Fuel tank	164 gal.	
Fuel	Diesel	
Engine		
Model #	QSB5-G3 NR3	
Serial #	73274419	
Filter	Cummins # LF3970	
Filter	Cummins # FS19732	
Filter	Cummins # AF25960	
Filter	Cummins # FF	
Battery installed 10-17-11		
Site location:		
Tower building - direct access		

Skyline Elementary		1
620 SW 19th. Street Cape Coral, Fl. 33991		
Gen. Set	Superior 200 KW	3-ph
Model #	200R131	
Serial #	588715	
Fuel tank	550 gal	
Fuel	Diesel	
Engine		
Model #		
Serial #		
Filter	WIX # 33109	
Filter	WIX # 51970	
Filter	WIX # 51749	
Filter	WIX # 24071	
Battery installed		
Site location:		
Chiller yard - direct access		

South Fort Myers High		1
14020 Plantation Rd. Ft. Myers, Fl. 33912		
Gen. Set	Cummins 1500 KW	3-ph
DIS -		
Model #	DQGAB-543061	

Serial # D090242139
Transfer Switch - Lakeshore
Model #
Serial #
Fuel tank 6000 Gal.
Fuel Diesel
Engine Cummins
Model # Q5K50-G4
Serial # 33177915
Filter Cummins 2- WF2076
Filter Cummins 4- LF9050
Filter Cummins 3- FF5644
Filter Cummins 3- FS19763
Filter Cummins 2- AF25593
Battery installed
Site location:
Exterior of building - North side - direct access.

Spring Creek Elementary 1
25571 Elementary Way Bonita Springs, Fl. 34135
Gen. Set Cummins 60 KW 3-ph
Model # DGCA-5768077
Serial # F060935327
Transfer Switch
Model #
Serial #
Fuel tank 1000 gal
Fuel Diesel
Engine
Model #
Serial #
Filter WIX # 46671
Filter WIX # 51602
Filter WIX # 33472
Battery installed
Site location:
Generator room - direct access

Support Service Central Annex 1
3308 Canal St. Ft. Myers, Fl. 33916
Gen. Set Cummins 175 KW 3-ph
DIS -
Model # DGFB-5737879
Serial # H050820050
Transfer Switch
Model #
Serial #
Fuel tank 200 gal.
Fuel Diesel
Engine
Model #
Serial #
Filter Cummins # AF947
Filter Cummins # LF9009
Filter Cummins # WF2071
Filter Cummins # FF42000
Filter Cummins # FS1280
Battery installed
Site location:
Exterior of building - direct access

Sunshine Elementary 3/12/2014 1
601 Sara Ave. N. Lehigh Acres, Fl. 33971
Gen. Set Cummins 50 KW 3 ph
DIS -
Model # 50.0DVA-15R/20834A
Serial # C850754351
Transfer Switch
Model # OTBCA70-4XU/3101E
Serial # C850754628
Fuel tank 1000 gal
Fuel Diesel
Engine Komatsu
Model # O649
Serial # 15736
Filter WIX # 51609
Filter WIX # 33393
Filter WIX # 42050
Battery installed
Site location:
Separate room - exterior of building - direct access

Tice Elementary 1
4524 Tice Street Ft. Myers, Fl. 33905
Gen. Set Cummins 150 KW 3-ph
Model # DSGAC 1322667

Serial # C130464376
Fuel tank 956 gal
Fuel Diesel
Engine
Model #
Serial #
Filter LF3970
Filter AF25962
Filter FS19732
Battery installed
Site location:
Exterior of building - direct access

Tortuga Preserve Elementary 1
1791 Gunnery Rd. Lehigh Acres, FL 33971
Gen. Set Cummins 100 KW 3-ph
DIS - 5-24-12
Model # DSGAC-10127823
Serial # A120298244
Transfer Switch
Model # OTPCC-10127825
Serial # L110288379
Fuel tank 500 gal
Fuel Diesel
Engine Cummins
Model # QSB7-G5 NR3
Serial # 73358673
Filter Cummins # LF3970
Filter Cummins # FS19732
Filter Cummins # FF5612
Filter Cummins # AF25962
Battery installed
Site location:
Exterior on pad.

Transportation Leonard 1
14701-751 Six Mile Cypress Pkwy.
Gen. Set Cummins 100 KW 3-ph
DIS -
Model # DSGAA-7584080
Serial # A090230718
Transfer Switch
Model # OTECB-7583541
Serial # A090230103
Fuel tank 400 gal
Fuel Diesel
Engine
Model #
Serial #
Filter Cummins # LF3970
Filter Cummins # FS19732
Filter Cummins # FF5612
Filter Cummins # AF25962
Battery installed
Site location:
Exterior on pad.

Transportation Mid. South 1
14701-751 Six Mile Cypress Pkwy.
Gen. Set Cummins 100 KW 3-ph
DIS -
Model # DGDB-5693373
Serial # J040702791
Transfer Switch # 1
Model # OTPCB-5693370
Serial # I040695474
Transfer Switch # 2
Model # OTPCB-5693370
Serial # I040695473
Fuel tank 360 gal.
Fuel Diesel
Engine Cummins
Model # 6BT5.9-G6
Serial # 46421044
Filter WIX # 46252
Filter WIX # 33472
Filter WIX # 51607
Battery installed 12-14-12
Site location:
Exterior on pad.

Treeline Elementary 1
10900 Treeline Ave. Ft. Myers, FL.
Gen. Set Cummins 80 KW 3-ph
DIS -
Model # DSFAE-6748771

Serial # B080156191
 Transfer Switch
 Model # OTECB-6554710
 Serial # A080147336
 Transfer Switch
 Model # OTECA-6554711
 Serial # A0801247335
 Fuel tank 500 gal
 Fuel Diesel
 Engine Stanford
 ID # M08B30227802
 Serial # S30227802
 Filter Cummins # LF3970
 Filter Cummins # FF5421
 Filter Wix # 33732
 Battery installed
 Site location:
 Separate building - direct access

Varsity Lakes Middle 1
 901 Gunnery Rd. Lehigh Acres, Fl. 33971
 Gen. Set Kohler 125 KW 3-ph
 Model # 125RE0ZJB
 Serial # 786645
 Fuel tank 250 gal
 Fuel Diesel
 Engine John Deere
 Model #
 Serial #
 Filter JD # RE60021
 Filter JD # RE59754
 Filter JD # PMAF4539
 Filter WIX # 46377
 Filter WIX # 42050
 Battery installed 10-12-12
 Site location:
 Exterior of building - direct access

Food Service Warehouse #1 1
 3308 Canal Street Ft. Myers, Fl. 33916
 Gen. Set Generac 100 KW 3-ph
 Model # 2507740100
 Serial # 2068211
 Fuel tank 380 gal
 Fuel Diesel
 Engine
 Model #
 Serial #
 Filter Wix 46634
 Filter WIX33166 (2)
 Filter WIX51775
 Battery installed
 Site Location
 Exterior of building - direct access

Food Service Warehouse #2 1
 3308 Canal Street Ft. Myers, Fl. 33916
 Gen. Set Caterpillar 250 KW 3-ph
 Model # 3306
 Serial # 9NR03896
 Fuel tank 1000 gal
 Fuel Diesel
 Engine
 Model #
 Serial #
 Filter WIX # 33528
 Filter WIX # 51791
 Battery installed 12-13-12
 Site location:
 Exterior of building - Direct access