

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051822

1. ACTION REQUESTED/PURPOSE: Approve PB060136, the utilization (piggyback) of the School District of Lee County Bid Number B-06315CP for the county-wide purchase of electrical supplies from Hughes Supply Company as the primary vendor with Mayer Electric Supply as the secondary vendor at the discounts off i2 Technologies-Trade Service Software, Tra-Ser Pro as indicated in the tab sheet. (See attachment #1). The term of this agreement shall be from the date of July 29, 2005 until July 28, 2008 with a renewal option of two (2) additional one-year periods. Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Expenditures for electrical supplies are estimated to be \$1,000,000 annually.

2. WHAT ACTION ACCOMPLISHES: All purchases over \$50,000 annually must be board approved.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: <u>6</u> CGA		5. Meeting Date: <u>01-17-2006</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code	<u>AC-4-1</u>
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Janet Sheehan 1008</u> Division <u>Purchasing</u> By: <u>Janet Sheehan</u>

9. Background: In order to obtain electrical supplies offered by Hughes Supply Company and Mayer Electric Supply through a competitive bidding process, an existing School District of Lee County bid has been utilized.

Funds will be available from individual Departments/Divisions

Please See Attachments:

- (1) Tabulation Sheet
- (2) School District of Lee County Award Letter
- (3) Specifications
- (4) School District of Lee County permission to piggyback
- (5) Hughes Supply Company permission to piggyback
- (6) Mayer Electric Supply permission to piggyback

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i> 12-21-05			<i>[Signature]</i> 12/21/05		<i>[Signature]</i> 12-23-05		<i>[Signature]</i> 12/23/05	<i>[Signature]</i> 11-5-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<u>12-22-05</u>
<u>1:07</u>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<u>1-5-06</u>
<u>4/21</u>

Rec. by CoAtty
Date: <u>12/22/05</u>
Time: <u>11:05 AM</u>
Forwarded To: <u>Co Mgr.</u>
<u>12/22/05</u>

The School District of Lee County, Florida
 Department of Procurement Services
 3308 Canal Street, Fort Myers, Florida 33916-6594
**ELECTRICAL SUPPLIES
 MAINTENANCE STOCK**

OPENING DATE: TUESDAY, MAY 3, 2005 @ 2:00 PM, EDT

ITEM NO.	COMMODITY CODE GROUP	DESCRIPTION	ESTIMATED ANNUAL PURCHASES	PERCENTAGE DISCOUNT	PERCENTAGE DISCOUNT	PERCENTAGE DISCOUNT
	0000	WIRE, CORD & CABLES	\$75,000	63.50%		55.00%
	1000	CONDUIT & RACEWAYS	\$35,000	47.30%		55.00%
	2000	CONDUIT ACCESSORIES	\$15,000	81.50%		60.00%
	3000	DISTRIBUTION EQUIPMENT /	\$12,000	50.20%		49.00%
	4000	CONTROLS 4	\$3,000	30.00%		41.00%
	5000	WIRING DEVICES	\$14,000	54.50%		51.00%
	6000	MISCELLANEOUS	\$9,000	42.50%		40.00%
*	7100	LAMPS	\$25,000	82.70%		75.00%
	7200	LIGHTING FIXTURES	\$25,000	64.30%		55.00%
	7300	OUTDOOR LIGHTING	\$6,000	63.40%		51.00%
*	7400	BALLASTS	\$25,000	78.55%		75.00%
	8000	BUILDERS PRODUCTS	\$3,000	49.00%		38.00%
	9000	LINE CONSTRUCTION MATERIAL	\$3,000	57.00%		20.00%

HUGHES SUPPLY COMPANY
 ATTN: RONNIE BEAUCHESE
 6231 IDLEWILD STREET
 FORT MYERS, FL 33912
 Phone: 239-931-4400
 Fax: 239-931-4411

MAYER ELECTRIC SUPPLY
 ATTN: Scott Kolenda
 2533 CRYSTAL DRIVE
 FORT MYERS, FL 33912
 Phone: 239-225-2248
 Fax: 239-225-4025

IT IS RECOMMENDED THAT THIS BID BE AWARDED TO PRIMARY VENDORS AS NOTED BY DARK SHADING AND TO THE SECONDARY VENDORS AS NOTED BY LIGHT SHADING, HAVING SUBMITTED THE HIGHEST AND SECOND HIGHEST PERCENTAGES OF DISCOUNT AS SPECIFIED IN THE INVITATION TO BID.

APPROVED BY:

Robert M. George
 ROBERT M. GEORGE, CPPD, CPPB
 DIRECTOR OF PROCUREMENT SERVICES

DATE:

5/19/05

Mailed to (17) Vendors
 Responided (2)
 No Response (14)
 Returned a No Bid (1)

PRIMARY
 SECONDARY

BID TABULATION ONLY. THIS IS NOT A PURCHASE ORDER.

SDLC Board Approved
 Agenda Item No: JTD 9
 Date: 6-14-05



THE SCHOOL DISTRICT OF LEE COUNTY **ATTACHMENT 2**

DEPARTMENT OF PROCUREMENT SERVICES

Chevone L. Peterson, Procurement Agent

June 22, 2005

Mayer Electric Supply
Attn: Scott Kolenda
2533 Crystal Drive
Fort Myers, FL. 33912

RE: Bid No. B-056315CP- Electrical Supplies- Maintenance Stock

Dear Mr. Kolenda:

Thank you for your bid on Electrical Supplies- Maintenance Stock, received on Tuesday, May 3, 2005.

I am pleased to inform you that this bid has been awarded to Hughes Supply Company as primary and Mayer Electric Supply as secondary as indicated by the enclosed tabulation. This bid will commence on July 29, 2005, effective through July 28, 2008 as approved by the School Board at their meeting held on Tuesday, June 14, 2005.

Thank you for your continued interest in The School District of Lee County.

Sincerely,

Chevone L. Peterson
Procurement Agent

Enclosure

cc: Bid No. B-056315CP file
Don Easterly
Mike Pombier
Ginny Monroe
Ken Parrish
Gloria Vaillincourt



ATTACHMENT 3

BID NO.: B-056315CP

OPEN DATE: May 3, 2005

AND TIME: 2:00 P.M.

LOCATION: Procurement Services
3308 Canal Street
Fort Myers, FL 33916-6594

REQUEST FOR BIDS

ELECTRICAL SUPPLIES

REQUESTER: THE SCHOOL DISTRICT OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES

MAILING/PHYSICAL ADDRESS

3308 Canal Street
FORT MYERS, FL 33916-6594

AGENT: CHEVONE PETERSON
PROCUREMENT AGENT
PHONE NO.: (239) 479-4256

PUBLIC NOTICE

Sealed proposals for ELECTRICAL SUPPLIES will be received at The School District of Lee County, Procurement Services Office, 3308 Canal Street, Fort Myers, FL 33916, until ~~2:00 p.m., the County~~
~~11:59 p.m., 2005~~

**BID # B- 056315CP
ELECTRICAL SUPPLIES**
~~NEW 2, 2005 @ 2:00 PM~~

Any questions regarding these specifications or intended work may be directed to The Department of Procurement Services, 239- 479-4256.

All bids shall be made upon the Official Proposal Form attached to the specifications, which may be seen at the Department of Procurement Services, and which may be had by bona fide bidders.

The District does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

The School District of Lee County
Department of Procurement Services
3308 Canal Street
Fort Myers, FL 33916-6594

BY: /s/ Robert M. George
Robert M. George, CPPO, CPPB
Director of Procurement Services

Publicly posted in the lobby of the Department of Procurement Services on ~~7/28/05~~

GENERAL CONDITIONS

Sealed Bids will be received by the **DEPARTMENT OF PROCUREMENT SERVICES**, until 2:00 pm on the date specified on the cover sheet of this "Request for Bids", and opened immediately thereafter by the Procurement Services Director or designee.

Any questions regarding this solicitation should be directed to the Agent listed on the cover page of this solicitation, or by calling the Department of Procurement Services at (239) 479-4250.

1. SUBMISSION AND RECEIPT OF BIDS

- a. Unless otherwise specified, bidders must use the form(s) furnished by The District. Failure to do so may cause bid to be rejected.
- b. All quotations shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections **MUST** be initialed by the bidder in ink.
- c. All quotations and proposals must be signed in ink by an officer or employee having authority to legally bind the company or firm.
- d. For purpose of evaluation, the bidder must 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 product or service fully complies with the specifications, terms and conditions herein.

2. WARRANTY/GUARANTEEE (unless otherwise specified)

All materials and /or services furnished under this bid shall be warranted by the vendor/distributor/manufacture to be free from defects and fit for the intended use

3. BIDS RECEIVED LATE

It is the bidder's responsibility to ensure that his bid is received by the Department of Procurement Services prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. The District will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

4. PRE-BID CONFERENCE

A pre-bid conference when required will be held at the location, date, and time specified on the cover of this solicitation. Pre-bids are mandatory and is the responsibility of the bidder to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

5. QUANTITIES SPECIFIED

The District reserves the right to increase or decrease the quantity of any of the items, products, goods, or services included in any bid.

6. PRICES

- a. The prices quoted by a successful bidder in his or her proposal shall become the fixed firm price. It is expected that for a price decrease, the price to The District shall be reduced accordingly.

- b. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the unit price quoted shall prevail.

7. **DELIVERY**

- a. All deliveries will be F.O.B. indicated destination, freight fully prepaid.
- b. Time of delivery is an important consideration for The District in making the award.
- c. The District reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense.

8. **PROMPT PAYMENT DISCOUNT**

Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.

9. **BRANDS**

Bidders shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, model, manufacturer, or vendor 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 bid, it is the vendor's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation; unless sufficient literature or specifications are currently on file in district offices or the product has previously been used by The District. Bids 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 bids submitted. Once an item is awarded from this bid to a successful bidder, no substitution of brands shall be permitted. If a bidder does not indicate what he is offering in the proper blank and if the bidder is successful in being awarded the item(s) then the bidder shall be obligated to furnish the item(s) specified by The District.

10. **QUALITY**

Unless otherwise requested, the items bid 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 successful bidder 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 successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from The District.

11. **SAMPLES**

- a. Samples of items, when required, shall be furnished free of charge to The District; therefore, all samples shall become the property of the SDLC. **Failure of the bidder to either deliver required samples or to clearly identify samples may be a result for a rejection of the bid.**
- b. All samples must have the Bid Number and Title clearly printed on the package, container, or item identification label.

- c. Unless otherwise indicated, samples shall be delivered to the Department of Procurement Services 3308 Canal Street, Fort Myers, Florida 33916-6594.
- d. When required, The District may request full demonstration of any unit(s) bid prior to the award of any contract

12. INSPECTION, IDENTIFICATION AND ACCEPTANCE

- a. The successful bidder shall be responsible for delivery of items in new condition meeting specification at point of destination.
- b. The bidder shall file with the carrier all claims for breakage, imperfections and other losses.
- c. 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.

13. BID RETURN

In the event of "NO BID", plainly mark the envelope "No Bid". If you do not bid and fail to return the invitation, this will be an indication to us that you no longer wish to be kept on our Bidder's List.

14. LIABILITY INSURANCE

Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of a bid award, the bidder 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.

15. TAXES

The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate No. 46-07-043617-53C and Federal Excise Tax Exemption No. 59-74-0192F.

16. OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS

The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The bidder further certifies that if he or she is the successful bidder 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 bidder.

17. RIGHT TO KNOW LAW

The Manufacturer, Importer, or Distributor of a toxic substance shall provide a Material Safety Data Sheet with his bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

18. SPECIAL CONDITIONS

If a conflict exists between the General conditions and the detailed specifications, then the detailed specifications shall prevail.

19. DRUG FREE WORKPLACE/IDENTICAL TIE BIDS

Whenever two or more bids/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid/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 the Florida Statutes 287.087.

20. NOTIFICATION OF AWARD / PURCHASE ORDERS

The District reserves the right to:

- 1) Waive minor variations to specifications, informalities, irregularities and technicalities in any bid;
- 2) Reject any and all bids in whole or in part with or without cause;
- 3) And/or to accept bids that in its judgment will be in the best interest of The District. The District further reserves the right to make awards on a multiple, lump sum, low total, or individual item basis; or combination as shall serve the best interest of The District.

Upon award of this bid, participating bidders, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services.

- a. Bidders who are awarded contact(s) resulting from this Invitation To Bid are cautioned not to provide goods or services to any School District site or to any School District employee prior to receiving purchase orders issued by the District's Department of Procurement Services.
- b. Notification of Award is not to be construed as authorization to provide goods or services.
- c. All changes or revisions to issued purchase orders shall be accomplished only by Purchase Order Change Notices issued by The School District's Department of Procurement Services.
- d. The School District is not obligated to pay invoices for the provision of goods or services for which purchase orders have not been issued by The District's Department of Procurement Services, or invoices resulting from purchase order changes not authorized by Department of Procurement Services.

21. BID OPENING

Bid openings shall be public at the date and time stated in the Invitation To Bid in the Department of Procurement Services of The School District of Lee County, 3308 Canal Street, Fort Myers, Florida 33916-6594, unless otherwise indicated. It is the bidder's responsibility to assure that the bid is delivered before the proper time and place of the bid opening.

22. PROCESSING TIME

It is understood that the normal bid processing time will be 30 to 60 days after the opening date of this bid, and that prices reflected by the bid will be firm through the bid processing time and the delivery of items awarded.

23. ORIGINAL TERMS/RENEWALS

Pursuant to Section 287.058(1)(f), Florida Statutes, bids that are awarded on an annual basis, (i.e. twelve month contracts), may be renewable under the same terms and conditions as the original bid at the option and agreement of both parties for two additional one year periods.

24. DISPUTE

Upon opening this bid, tabulation with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services, and shall remain posted for a period of three (3) days. 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.

25. UNITS OF MEASURE

The item units of measure shall be as indicated in our specifications or on the Form of Response. If manufacturer's standard packaging is different than the quantity listed, it shall be the bidder's responsibility to convert the bid price to the requested unit of measure. Additionally, bidders shall indicate the units of measure they are able to supply.

26. BID TABULATIONS

Bid tabulations shall be available for review in the Department of Procurement Services Office; and shall be provided to participating vendors, after bid award.

27. PUBLIC ENTITY CRIMES Florida Statute 287.133(2)(a):

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

28. ETHICS

All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

29. BIDS RECEIVED BY TELEPHONE, TELEGRAPH, ELECTRONIC MAIL OR FACIMILE MACHINES SHALL BE CONSIDERED NON-RESPONSIVE.

30. CANCELLATION/TERMINATION

In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will 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 vendor that amount of the contract actually performed to the date of termination.

31. CONTRACT

The submission of your bid constitutes an offer by the bidder. Upon Board approval the Department of Procurement Services will issue a letter of award. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the

District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.

32. INTERPRETATION OF SPECIFICATIONS

If the proposer should be of the opinion that the meaning of any part of the Bid Document is uncertain, obscure, or contains errors or omissions, they should report such opinion to the Director of Procurement Services no less than ten (10) days prior to the bid opening date.

Bids which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by The District as non-responsive or irregular. The District reserves the right to waive any irregularities, technicalities or informalities in any bid and reject any or all bids.

33. CONFIDENTIALITY

Vendors should be aware that all submittals provided with a bid/proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.

34. USE OF OTHER CONTRACTS

The District reserves the right to utilize other SDLC contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The SDLC also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.

35. LOBBYING

Bidders are hereby advised that they are **not** to lobby with any District Personnel or Board Members related to or involved with this bid. All oral or written inquiries must be directed through the Department of Procurement Services.

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 a Board Member or District Personnel on the award of this contract.

Any bidder or any individuals that lobby on behalf of a bidder will result in rejection/disqualification of said bid.

36. BIDDERS RESPONSIBILITY

Bidder(s) are required, before submitting their proposal to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder(s) will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

37. DEFAULT

In the event that the awarded vendor should breach this contract, the Board reserves the right to seek all remedies in law and/or in equity.

38. **INVOICING**

At the time of delivery, one (1) copy of the vendor invoice shall be given to with the designated District representative. The original copy must be signed by the designated District representative and forwarded by the vendor to The School District of Lee County's Financial Accounting Department on a weekly basis.

In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.

1. The credit, or debit, shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
2. The credit or debit shall be sent directly to The School District of Lee County's Financial Accounting Department.

All invoices are to clearly show the District's name and delivery location. Such as "Allen Park Elementary School Cafeteria."

THE SCHOOL DISTRICT OF LEE COUNTY
DETAILED SPECIFICATIONS FOR
ELECTRICAL SUPPLIES

SCOPE

The School District of Lee County, Florida is soliciting bids from qualified and interested vendors of Electrical Supplies. The basis to be used in this bid is the current i2 Technologies - Trade Service Software, Tra-Ser Pro full file electrical software. Successful bidders are required to maintain a copy of this software from i2 Technologies - Trade Service. This software is updated on a monthly basis. Pricing will be determined by applying a fixed percentage discount to the column three (3) price of any item listed in this software. The Trade Service Corporation may be reached at the following address for information:

i2 Trade Service Corporation
P.O. Box 85007
San Diego, CA 92186-5007
Phone: Contact Karen Hart, (727) 522-5456 or Mary Melton
(800) 854-1527 Ext. 1554

DELIVERY REQUIREMENTS/LOCATION

Materials will be ordered on an as needed basis by District personnel. Delivery may be requested at any District facility or may be picked up at the vendor's place of business. Most orders will be placed by the Maintenance Department and delivered to the following address:

The School District of Lee County
Maintenance Department
Parts Stockroom
3308 Canal Street
Fort Myers, FL 33916

Local warehousing facilities must be available for immediate delivery or pick-up of those items that are recognized industry-wide as common and frequently used electrical supplies. Successful vendors will be asked to supply the addresses and telephone contacts for area facilities available for pick-up of needed items.

If successful vendor(s) cannot supply items ordered within a reasonable period of time (to be determined by School District personnel), the School District reserves the right to purchase from another vendor. Persistent problems with availability and/or delivery of common and frequently used supplies may be deemed cause for re-award of a commodity code group.

ADDITION OR DELETION OF SITES

The School District of Lee County reserves the right to add or delete locations at its discretion at anytime throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

AWARD

Line items or groups of items will be awarded to the lowest and best responsive, responsible bidder(s), subject to the terms and conditions contained herein.

THE BOARD RESERVES THE RIGHT TO USE THE NEXT LOWEST BIDDER(S) IN THE EVENT THE ORIGINAL AWARDEE OF THE BID CANNOT FULFILL THEIR CONTRACT. THE NEXT LOWEST BIDDER'S

PRICES MUST REMAIN THE SAME AS ORIGINALLY BID AND MUST REMAIN FIRM FOR THE DURATION OF THE CONTRACT.

TERM OF CONTRACT

This bid shall be in effect for three (3) years, or until new bids are taken and awarded. This bid (or any portion thereof) has the option of being renewed for two (2) additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

ESTIMATED DOLLAR VALUE

Approximately \$250,000 of Electrical Supplies and related materials will be purchased annually. No guarantee of estimated expenditure of this bid is expressed or implied.

The estimated figures are given only as a guideline for preparing your Bid. No guarantee is expressed or implied as to actual requirements. The items will be ordered on an as needed basis and may consist of multiple orders and purchase order numbers.

ACCEPTANCE OF MATERIALS

The material delivered under this bid will remain the property of the seller until a physical inspection is made and thereafter accepted to the satisfaction of the School District of Lee County and must comply with the terms herein and be fully in accordance with specifications and of highest quality.

PRICING

Bid Discounts will be based upon the current and updated i2 Technologies - Trade Service Corporation Tra-Ser Pro software. Discounts shall be in the form of a fixed percentage discount deducted from the third column price listed in the software. The Tra-Ser Pro Software is broken down into commodity codes. The following commodity groups will be covered by this bid.

COMMODITY CODE GROUP	DESCRIPTION	ESTIMATED ANNUAL PURCHASES
0000	Wire, Cord & Cables	\$75,000
1000	Conduit & Raceways	\$35,000
2000	Conduit Accessories	\$15,000
3000	Distribution Equipment	\$12,000
4000	Controls	\$ 3,000
5000	Wiring Devices	\$14,000
6000	Miscellaneous	\$ 9,000
7100	Lamps	\$25,000
7200	Lighting Fixtures	\$25,000
7300	Outdoor Lighting	\$ 6,000
7400	Ballasts	\$25,000
8000	Builders Products	\$ 3,000
9000	Line Construction Material	\$ 3,000

Discounts will be applied by commodity code group. All individual items within a commodity code group will be priced using the same pricing discount.

The School District of Lee County reserves the right to bid any specific item(s) from the trade catalog during the duration of this bid. The District further reserves the right to purchase these goods using Florida State Term Contracts or competitively bid contracts originating with other governmental entities if deemed to be in the best interests of the District.

Tra-Ser Pro pricing updates will become effective the day following the receipt by the District of updated pricing schedules.

Conditions other than "As Specified" will not be accepted.

CONFIGURATION OF AWARD

The bidder submitting the highest percentage discount for each individual commodity code group will be awarded that particular category. A secondary award will be made to the bidder offering the next highest discount for the individual commodity code groups.

The Lee County School District reserves the right to waive minor errors or omissions if deemed to be in the best interests of the District.

DOCUMENTS & ADDENDA

These documents constitute the complete set of specification requirements and Bid forms. It is the sole responsibility of potential Bidders to ensure that all pages are included. Any questions regarding the completeness of this bid should be immediately directed to the Department of Procurement Services.

Prior to submitting a Bid, it is the sole responsibility of each bidder to ensure that all addenda released are received; that all Bid and addenda requirements have been completed and that all required submittals have been included.

ADDITIONAL INFORMATION

Any and all questions regarding this Bid, whether technical, procedural or otherwise, must be submitted in writing to the attention of Chevone Peterson, Procurement Agent. The written questions may be submitted by facsimile transmission, electronic mail, USPS or other regular mail delivery service as follows:

- Facsimile Number: (239) 337-8200
- Electronic Mail: Chevonelp@leeschools.net
- Street Address: The School District of Lee County
Chevone Peterson, Procurement Agent
3308 Canal Street
Fort Myers, Florida 33916-6594

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 their official responses will be issued by the Department of Procurement Services in the form of an Addendum and forwarded by facsimile transmission or certified mail to all potential Bidders.

This process will constitute the only official means by which additional information regarding this Bid will be made available. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's proposal and shall not be considered in the District's evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Proposers may be disqualified who solicit or

receive (even if unsolicited) additional information regarding this Bid by any other means than the process described herein.

ASSIGNMENT

The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the SDLC.

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES
FOR THE ANNUAL PURCHASE OF
ELECTRICAL SUPPLIES

DATE SUBMITTED: 4/2/05

VENDOR NAME: HUGHES SUPPLY INC.

TO: The School District of Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

WILL BID RESPONSE APPLY TO ALL LEE COUNTY LOCATIONS? YES NO

IF NO, SPECIFY LOCATIONS _____

ITEM # 1, COMMODITY CODE GROUP 0000 - WIRE, CORD & CABLE

Specify Percentage Discount 63.50 %

ITEM # 2, COMMODITY CODE GROUP 1000 - CONDUIT & RACEWAYS

Specify Percentage Discount 47.30 %

ITEM # 3, COMMODITY CODE GROUP 2000 - CONDUIT ACCESSORIES

Specify Percentage Discount 81.50 %

ITEM # 4, COMMODITY CODE GROUP 3000 - DISTRIBUTION EQUIPMENT

Specify Percentage Discount 50.20 %

ITEM # 5, COMMODITY CODE GROUP 4000 - CONTROLS

Specify Percentage Discount 30 %

ITEM # 6, COMMODITY CODE GROUP 5000 - WIRING DEVICES

Specify Percentage Discount 54.50 %

ITEM # 7, COMMODITY CODE GROUP 6000 - MISCELLANEOUS

Specify Percentage Discount 42.5 %

ITEM # 8, COMMODITY CODE GROUP 7100 – LAMPS

Specify Percentage Discount 82.70 %

ITEM # 9, COMMODITY CODE GROUP 7200 – LIGHTING FIXTURES

Specify Percentage Discount 64.30 %

ITEM # 10, COMMODITY CODE GROUP 7300 – OUTDOOR LIGHTING

Specify Percentage Discount 63.40 %

ITEM # 11, COMMODITY CODE GROUP 7400 – BALLASTS

Specify Percentage Discount 78.55 %

ITEM # 12, COMMODITY CODE GROUP 8000 – BUILDERS PRODUCTS

Specify Percentage Discount 49.00 %

ITEM # 13, COMMODITY CODE GROUP 9000 – LINE CONSTRUCTION MATERIAL

Specify Percentage Discount 57.00 %

The School District of Lee County Florida
 Insurance Requirements
 BID # B-056315CP

INSURANCE TYPE **REQUIRED LIMITS**

- 1. Workers' Compensation

Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of \$100,000 each incident.
- 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form with no limiting endorsements.

Bodily Injury & Property Damage

~~XXXXXXXXXX~~

Single Limit
Per Occurrence
- 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, 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/Vendor; any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor'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/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The District.
- 4. Automobile Liability
Owned/Non-owned/Hired
Automobile Included

~~XXXXXXXXXX~~

Each Occurrence
- 5. Other Insurance as indicated below:

 - a) Professional Liability \$ -0-
 - b) Builder's Risk \$ -0-
- 6. Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The District with certificates of insurance meeting the required insurance provisions.
- 7. The School District of Lee County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability.

8. The School District of Lee County shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

The School District of Lee County
2055 Central Avenue
Fort Myers, Florida 33901

9. Thirty (30) Days Cancellation Notice is required.

10. The Certificate must state the Bid Number and Title.

BIDDER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance may be required within five (5) business days of the award of bid.

HUGHES SUPPLY INC. RONNIE BEAUCHEMONT
Bidder (Please Print Name)

Ronnie Beauchmont
Signature of Bidder

PROPOSER CERTIFICATION

ANTI-COLLUSION STATEMENT: THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED WHETHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

HUGHES SUPPLY INC.
Firm's Complete Legal Name

Check one of the following:

- Sole Proprietorship
- Corporation or P.A. State _____
- Limited Partnership
- General Partnership

Phone No. (239)-931-4400

Fax No. (239)-931-4411

E-mail Address: ronnie.beauchesne@hughessupply.com

Mailing Address: 6231 IDLEWILD ST.

City, State, Zip FORT MYERS FL. 33912

BY (Printed) RONNIE BEAUCHESNE

BY (Signature) Ronnie Beauchesne

Title: OUTSIDE SALES

*This page must be completed and returned with your proposal.



ATTACHMENT 4 THE SCHOOL DISTRICT OF LEE COUNTY

DEPARTMENT OF PROCUREMENT SERVICES

Robert M. George, CPPO, CPPB, Director

To whom this may concern:

I, Robert M. George, give Lee County Board of County Commissioners, Purchasing Department permission to piggyback the School District of Lee County Electrical Supply Bid No. B-06315CP.

Thank you,

Sincerely,

Robert M. George
Robert M. George CPPO, CPPB
Director of Procurement Services

cc: Bid file

RMG/cp

Post-it® Fax Note	7671	Date	# of pages 1
To	Chris	From	Chevone
Co./Dept.		Co.	
Phone #		Phone #	
Fax #	341.5460	Fax #	

*B-06315CP
Electrical*

Jeffcoat, Chris R.

From: Ronnie Beauchesne [ronnie.beauchesne@hughessupply.com]
Sent: Wednesday, December 07, 2005 10:13 AM
To: Jeffcoat, Chris R.
Subject: lee county school board quote

Chris, Hughes Supply is happy to offer Lee County B.O.C.C. to piggy back on quote #B-05631CP Lee County School Board. We are looking forward to doing business with you..

Thanks
Ronnie Beauchesne

ATTACHMENT

6

Jeffcoat, Chris R.

From: Scott Kolenda 102126 [SKolenda@mayerelectric.com]
Sent: Tuesday, December 20, 2005 10:09 AM
To: Jeffcoat, Chris R.
Cc: David Carroll 101507
Subject: BID # B-056315CP

Hi Chris, The following message will serve as your authorization to use the multipliers stated on Bid # B-056315CP.
The original quote is for The School District of Lee County, Florida.
You(Lee County Board of Commisioners) are authorized to use the quote for your electrical supply purchases.
If you need a copy of the quote just let me know and I can forward a copy to you. Please note that you and the school board have two separate account numbers with us. So the purchases will be kept separate.
Any questions please call or email.
Thank you.

We look forward to doing business with you.

Scott Kolenda
Outside Account Manager
Mayer Electric Supply - Ft Myers, FL
PH 239-225-2248
FX 239-225-4025
CELL 239-246-5007