



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

September 29, 2014

PURCHASING CONTACT & TELEPHONE:

Stacey Marshall (850) 469-6208

BID TITLE:

Office Paper

BID NUMBER:

150805

BID OPENING DATE & TIME:

Friday, October 17, 2014 @ 1:30 P.M. Central Standard Time

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

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida 32505, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

(EXT:)

FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE ___ BIDNET ___ DEMAND STAR ___ PRIME VENDOR ___
OTHER ___ (PLEASE SPECIFY _____)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this bid is to enter into an annual purchasing agreement for office paper goods to be delivered as needed to the Central Warehouse. All terms and conditions of the agreement will be in effect from **December 1, 2014 through November 30, 2015** upon approval by the Escambia County School Board.

****SAMPLES ARE REQUIRED FOR BID EVALUATION. SAMPLES RECEIVED AFTER THE OPENING DATE AND TIME MAY BE EVALUATED FOR FUTURE BIDS, AT THE DISCRETION OF THE DISTRICT. ****

II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.

- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage

or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any bid award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to

provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance; (4) Other factors as specified in Section III- Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing Website address at "<http://ecsd-fl.schoolloop.com/purchasing/bids>" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.

- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations, recommendations, or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.

- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.

- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

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

- A. **TERM OF THE AGREEMENT:** All prices, terms, and conditions of the purchasing agreement will be in effect upon School Board approval from December 1, 2014 through November 30, 2015.
- B. **BID QUANTITIES:** Quantities are estimates based on prior year usage. Actual purchases may vary from item to item. The School District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuance will be made on an "as needed" basis.
- C. **INVOICES:** All invoices, packing lists, and relevant documentation should reference the appropriate Purchase Order and the seven digit ECSD item number shown in the detail specifications.
- D. **DOCUMENTATION:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.
- E. **DELIVERY:** Deliver all goods to the Escambia County District Warehouse, 51 East Texar, Pensacola, Florida 32503. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least 24 hours in advance by calling 850-469-5321 or 850-469-5623.
- Note:** All shipments of 50 cases lots or more shall be palletized on 48" X 40" pallets. Slip sheeting is an acceptable alternative.
- F. **PRODUCT ORIGIN AND SUBSTITUTION:** Paper delivered under this bid agreement shall be from a domestic brand and mill. In the event that the approved brand is not available, any substitute material must be approved by the District prior to shipping.
- G. **PRICING:** The School District is sensitive to the volatile pricing in the paper industry within recent years. The pricing indicated on this bid shall be in effect for the full term of the contract with the following conditions:
1. A thirty (30) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, amount of the increase, items affected, and documentation written on Mill letterhead to support that an increase has taken effect or is imminent.
 2. Orders issued and received by the vendor prior to any announced price increase shall be provided at the original purchase price and not subject to any increases.
 3. Any price increase will subject the agreement for review for possible termination, rebidding, and/or re-negotiation.
- H. **BACKGROUND SCREENING REQUIREMENTS.** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provided services under this contract have completed the background screening required by the

referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlines on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- I. **DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.**
1. **The entire RFP document (pages 1 – 18).** The signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
 2. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.
 3. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached **Form Number P-002** on page 14, contained within this document.
 4. **Drug Free Workplace form:** Page 15 of the proposal document, while not required, will be a determining factor in award between two bids equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.
 5. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit the "Bidder's Statement of Principal Place of Business", (Attachment A on page 16) with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
 6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** Pages 17 and 18 of the proposal document must be complete with an ORIGINAL signature and returned with the proposal.
- J. **BID COMMUNICATION:** In the event a posted Bid requires clarification, amendments or answers to these questions will be posted as determined by the Purchasing Agent responsible for this solicitation, to the District Purchasing Department webpage: <http://ecsd-fl.schoolloop.com/purchasing/bids>. Requests for clarification of bid items will need to be received in writing, preferably via email, no later than 5:00 PM, CST, Friday, October 3, 2014 by the Purchasing Agent listed on Page 1. Any applicable amendments or

responses will be posted to the District website above no later than 5:00 PM, CST, Monday, October 6, 2014.

- K. **MINIMUM ORDER REQUIREMENTS:** The District requests dual pricing when minimum order requirements are included in the bid proposal. The bid price will reflect the price if the minimum order requirement is met. The second price will be provided in writing and will then be included as part of the bid solicitation once requested. This price will be the price if the minimum order is not met. It is understood that this requirement is often dictated by the manufacturer of the item and not the vendor or reseller of the product. It is requested that bidders attempt to keep minimum order requirements to a low level as the recent high minimum order requirements have put undue financial hardship on the District.
- L. **SAMPLES:** If offering a brand and/or product OTHER THAN AS SPECIFIED, SAMPLES ARE REQUIRED. Please make a notation in the comments section of this document on page 13 if you are sending a sample. The deadline to submit samples is 1:30 PM, CST, Friday, October 17, 2014. Samples should be brought/sent to the Purchasing Department, 75 N. Pace Boulevard, Pensacola, FL 32505. Samples should be clearly labeled **“SAMPLE FOR ITB NUMBER 150805.”** Your bid will not be accepted on any product that does not include a sample if you bid a product that is not listed on the pre-approved list in the Specifications and Pricing section. Sample should be identified by bid item number and vendor product/order number. Please note that samples submitted in accordance with the above prescribed manner, and paragraph **T of General Terms and Conditions (Section II)**, by the due date will be evaluated prior to bid evaluation. Samples received after the opening date and time may be evaluated for future bids, at the discretion of the District.
- M. **ALTERNATE PRODUCTS:** The School District pre-approves products prior to bid. Offering any product not listed as approved in this document is an alternate bid. Bidders may bid an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. The District shall have sole discretion in accepting or rejecting a vendor’s alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/or more expensive items; vendors may send detailed specifications, including, but not limited to, photos or drawings and the full manufacturer’s warranty in place of the sample, providing a request is made in writing to the Purchasing Agent listed on Page 1 of this document.
- N. **FLORIDA PUBLIC RECORDS LAW:** Respondent shall comply with Florida’s Public Records Law. Specifically, Respondent agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by Vendor under the Agreement.
 2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute, or as otherwise provided by law.
 3. Ensure that public records that are exempt or that are confidential and exempt from public records requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of Vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
 5. The failure of the Vendor to comply with the provisions set forth shall constitute a default and breach.

O. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Bidders or representatives of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
2. Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
3. **Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the bid.**
4. **Questions regarding bid must be directed to the Purchasing Agent listed on page one within the timeframe provided for clarifications and interpretations under letter V, General Terms and Conditions (Section II, page 5).**

- P. **DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product, the Vendor will notify the District's Purchasing Department in writing, and will apprise them of product replacement options at the Contract Price, and/or any cost reduction available for the specified product(s). The School District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).

IV. SPECIFICATIONS AND PRICE

ITEM NO.	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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645120 PAPER: BOND, MIMEO, DUPL., MISC. OFFICE, CUT

1. 14,000 rms 0140026 – Bond Paper, White, 24#, 8-1/2 X 11, 4# Sulphite. Hammermill #103283, Champion Datacopy #4, GP Spectrum Multi-Purpose or Nationally Advertised and Made in USA Mill Brand. 500 shts/rm. **Sample Required.**

Brand Name/Number

2. Duplicating Paper, Dual Purpose, 20#, 8-1/2 X 11, #4 Sulphite for Copier and Offset/Spirit Duplicator. RIS Fascopy, GDP Dual Purpose, Hammermill, Domtar, or a Nationally Advertised and Made in USA Mill Brand, 500 shts/rm. **Sample Required. ** The District reserve the right to award as a lot****

- (A) 2100 rms 0140002 – Canary H#103341 _____
- (B) 1700 rms 0140003 – Green H#103366 _____
- (C) 1850 rms 0140001 – Blue H#103309 _____
- (D) 1550 rms 0140024 – Pink H#103382 _____
- (E) 200 rms 0140005 – Salmon H#103119 _____

Brand Name/Number

3. Paper Duplicating, 20#, 8-1/2 X 14, #4 Sulphite. Copysource DP #4, Wausau, GDP Dual Purpose, RIS Fascopy, Hammermill, Domtar, or a Nationally Advertised and Made in USA Mill Brand. 500 shts/rm. **Sample Required. ** The District reserve the right to award as a lot****

- (A) 225 rms 0140008 – Green H#103374 _____
- (B) 100 rms 0140007 – Canary H #103358 _____
- (C) 125 rms 0140006 – Blue H #103317 _____

Brand Name/Number

IV. SPECIFICATIONS AND PRICE

ITEM NO.	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			645120 PAPER: BOND, MIMEO, DUPL., MISC. OFFICE, CUT		
4.	80,000	rms	0140004 – Duplicating Paper, Multi-Purpose, White, 20#, 8-1/2 x 11, #4 Sulphite for Copiers, Offset/Spirit Duplicators, Laser Printers and Ink Jet Printers. Approved: Hammermill #162008, Quick Copy Xerographic DP, GP Spectrum, or a Nationally Advertised and Made in USA Mill Brand. 500 shts/rm. Sample Required.		
			_____	_____	_____
			Brand Name/Number		
5.	750	rms	0140009 – Duplicating Paper, Multi-Purpose, White, 20#, 8-1/2 x 14, #4 Sulphite for Copier and Offset/Spirit Duplicator. Hammermill #162016, Quick Copy Xerographic DP, GP Spectrum Fascopy #219974, or a Nationally Advertised and Made in USA Mill Brand. 500 shts/rm. Sample Required.		
			_____	_____	_____
			Brand Name/Number		
6.	400	rms	0140106 – Duplicating Paper, Multi-Purpose, 3-Hole Punched, White, 20# 8-1/2 x 11, for Copier, Laser, and Offset Printers. Hammermill #162032, Unisource 22091, or a Nationally Advertised and Made in USA Mill Brand. 500 shts/rm. Sample Required.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
	645160		PAPER: INDEX STOCK, CUT SIZES		
7.	1150	rms	0140054 – Index Paper, White, 110#, 8-1/2 X 11, #4 Sulphite, Wrapped 500 shts/rm. Scott-Ardor/Franklin #4, I. P. Springhill Digital #15300, Wausau or Nationally Advertised and Made in USA Mill Brand. Sample Required. Bid Price Shall Be For 500 Sheets Per Ream.		
			_____	_____	_____
			Brand Name/Number		
8.			Index Paper, Colored, 110#, 8-1/2 X 11, #4 Sulphite, 500 shts/rm. Scott-Ardor #4, I.P. Springhill Digital, Wausau or Nationally Advertised and Made in USA Mill Brand. Sample Required. Bid Price Shall Be For 500 Sheets Per Ream. **The District Reserves the Right To Award As A Lot**		
(A)	300	rms	0140050 - Canary	SD#35300	_____
(B)	200	rms	0140051 - Cherry	SD#75300	_____
(C)	150	rms	0140049 - Buff	SD#55300	_____
(D)	285	rms	0140048 - Blue	SD#25300	_____
(E)	250	rms	0140052 - Green	SD#45300	_____
(F)	125	rms	0140053 -Salmon	SD#85300	_____

			Brand Name/Number		

Comments

1. Lead time to provide bid items awarded this company will be on or before: _____.
2. What, if any, reference information should be included on Purchase Orders issued: _____.
3. Please state discount credit for prompt payment, if any: _____.
4. Is a Visa based Purchasing Card accepted by your company with no additional fees? Yes No
5. Please indicate if you provided samples for this ITB: Yes No
6. What is your policy/ procedure regarding back orders?

Complete Form P-002 Reference Release in conjunction.

FORM P-002
Reference Release Form

I _____
(Name/ Title) (Name Of Company)

give Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School District may be used as your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has its principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: _____ Signature: _____

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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