



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

August 7, 2018

PURCHASING CONTACT & TELEPHONE:

Stacey Marshall (850) 469-6208

Email: Smashall2@escambia.k12.fl.us

BID TITLE:

Classroom and Office Supplies

BID NUMBER:

190405

BID OPENING DATE & TIME:

Wednesday, August 22, 2018 at 2:00 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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. AN ORIGINAL, MANUAL SIGNATURE BY AN AUTHORIZED AGENT OF THE BIDDER IS REQUIRED.

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.

TYPED OR

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

9500-PUR-028 (rev Jan 2004)

I. INTRODUCTION

The purpose of this solicitation is to enter into an annual purchasing agreement for classroom and office supplies to be delivered as needed to the Central Warehouse, 51 East Texar, Pensacola, Florida 32503. All terms and conditions of the agreement will be in effect from **September 19, 2018 through September 20, 2019** upon the approval of the Escambia County School Board.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder, Vendor, or Contractor" 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 Salestaxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net thirty (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 or last 4 digits of the Purchasing Card used. 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 thirty-six (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 Bidvalue.
- 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 (2) 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 seventy-two (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 (1)**. Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the 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 this purchasing agreement will be in effect upon School Board approval from **September 19, 2018 through September 20, 2019.**
- B. **BID COMMUNICATION:** In the event a posted Bid requires clarification, amendment or answers to questions asked, the Purchasing Agent responsible for this solicitation will post the necessary information to the District Purchasing Department website: <http://ecsd-fl.schoolloop.com/purchasing/bids>. Questions and/or requests for clarification need to be received in writing, preferably via email, no later than **12:00 PM, CST, Monday, August 13, 2018** by the Purchasing Agent listed on Page one (1). Any applicable amendments or responses will be posted to the District website above no later than **5:00 PM, CST, Wednesday, August 15, 2018.**
- C. **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 twenty-one (21) if you are sending sample(s). **The deadline for receipt of samples by the District is 2:00 PM, CST Wednesday, August 22, 2018. Samples should be brought/sent to the Purchasing Department, 75 N. Pace Boulevard, Pensacola, FL 32505. Samples should be clearly labeled "SAMPLE FOR ITB #190405."** Your bid will not be accepted on any product that does not include a sample for those we have requested samples to be provided. Samples should be identified by bid item number and Bidder 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 above date/time may be evaluated for the current or future bids at the discretion of the District.
- D. **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, a request for substitute material(s) must be submitted in writing for approval by the District **prior to shipping.**
- E. **PRICING:** It is the Bidder's responsibility to ensure that the pricing listed in the bid will be the pricing for the entire bid period. As purchases can occur throughout the bid term in varying quantities; any price based on discounts will still need to be honored.
- F. **ALTERNATE BID:** Mindful of the fact that new products may have been manufactured and variance in the kind and size of container and number of units in a shipping case commercially available, no Bidder is prevented from submitting a bid on different kinds and sizes of containers and/or number of units in a shipping case, provided the packaging specified in this document is no longer available commercially. The School District shall have sole discretion in accepting or rejecting any alternate product(s) bid.
- G. **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 for only those items specified that we are accepting alternates for. 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 Bidder'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; Bidders 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 one (1) of this document.
- H. **BID QUANTITIES:** Quantities listed in the bid are estimates provided for information purposes only. No guarantee is given or implied as to the exact quantities that will be purchased from this bid. Order quantities will be made on an "as needed" basis. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item(s) as it deems appropriate without affecting the pricing, terms, and conditions.

- I. **MINIMUM ORDER REQUIREMENTS/ DOLLAR AMOUNTS:** The District will not accept any minimum order quantity requirements or minimum order dollaramounts.
- J. **BIDDER'S CLERICAL ERRORS:** The Purchasing Agent will correct clerical errors if the errors are evident on the face of the Bid or other documents submitted with the Bid. A clerical error is an error by the Bidder in transcribing its offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.
- K. **DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing. The Bidder will apprise the District 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).
- L. **APPROVED PRODUCTS FOUND UNACCEPTABLE IN USE:** If an approved product is found to be unacceptable when used in schools, the School District reserves the right to remove the product from our approved list.
- M. **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 twenty-four (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.
- N. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Bidders shall ensure that merchandise is shipped to and received by the District in good condition and that all items meet bid specifications, quality and appropriately ordered quantity. **If an item is received in the District's Central Warehouse that does not exactly meet specifications, the Central Warehouse will either refuse shipment at delivery or issue a pickup notice to the Bidder. Any item requiring Bidder's pickup because it does not meet the bid specifications will be picked up by the Bidder at the Bidder's expense. No shipping charges or restocking fees shall be charged to the School District. If Bidder indicates that specifications are being met, but delivers inferior products, or indicates, after the bid award that the price must go up, the Bidder's entire bid may be terminated and awarded to the next lowest Bidder and/or the Bidder may be prohibited from doing business with the School District for a period not to exceed two (2) years.**
- O. **DELIVERY TIME:** It is anticipated that all products bid are in-stock and available for immediate delivery. Please state your normal delivery time after receipt of order on page twenty-one (21). The District recognizes that certain items bid may have a longer lead time. Bidder shall indicate those items which have a lead time in excess of ten (10) days. For example, "Lead time is four (4) weeks ARO." Failure to meet delivery schedules may be grounds for contract termination.
- P. **INVOICES/DOCUMENTATION:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven (7) digit School District item identification number shown in the detail specifications.
- Q. **PAYMENT METHODS:** The method of payment will be at the District's sole discretion using any of the following methods:

1. By warrant (check)
2. By "P-card", the District's Visa credit card

The pricing submitted by the Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply without prior written approval by the District.

- R. **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 District in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide District 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.
- S. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit the "Bidder's Statement of Principal Place of Business", Attachment - A with their 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> for additional information regarding this Statute.
- T. **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 this bid.**
 4. **Questions regarding this bid must be directed to the Purchasing Agent listed on page one within the timeframe provided for clarifications and interpretations under Paragraph B, Special Conditions (Section III, page 6).**

U. 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 bid not being accepted.

- 1. The entire ITB document (pages 1 – 26):** 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. Invitation to Bid (ITB) & Bidder’s Acknowledgment:** This form, located on page one (1) of this bid document, must be complete with an **ORIGINAL** signature and returned with the bid.
- 3. Bidder’s Statement of Principal Place of Business:** This form, Attachment - A of this document, must be completed and submitted with the response to this solicitation. **TWO (2) SIGNATURES** are required on this form: Bidder, which must be an **ORIGINAL** signature, and Attorney (if you are an out of state Bidder), which does not require an original signature. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustment to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
- 4. Drug Free Workplace form:** This form, Attachment - B of this document, while not required, will be a determining factor on award between two (2) bids equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.
- 5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form, Attachment - C of this document must be complete with an **ORIGINAL** signature and returned with the bid.
- 6. Escambia Schools District Public Records Addendum:** This form, Attachment - D of the document, must be complete with **ORIGINAL** initials and returned with the bid.

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
145668	1	Bag, Zip Lock, Sandwich Size, 8"x8" 100/Pack	None	Yes / No	PK	686			
170020	2	Battery, Alkaline, Size "C" 1.5 Volt 4 Batteries Per Pack. Must Be Retail Ready and Pre-Packaged in Multiples of 4 Only	1) Eveready "Energizer" EN93BP-4	Yes / No	PK	74			
170021	3	Battery, Alkaline, 9 Volt 2 Batteries Per Pack. Must Be Retail Ready and Pre-Packaged in Multiples of 2 Only	1) Eveready "Energizer" 522BP-2	Yes / No	PK	50			
180016	4	Battery, Alkaline, Size "AA", 1.5 Volt, 4 Batteries Per Pack Must Be Retail Ready and Pre-Packed in Multiples of 4 Only	1) Eveready "Energizer" EN91-4	Yes / No	PK	1873			
180018	5	Battery, Alkaline, Size "D" 1.5 Volt 4 Batteries Per Pack. Must Be Retail Ready and Pre-Packaged in Multiples of 4 Only	1) Eveready "Energizer" EN95BP-4	Yes / No	PK	45			
180270	6	Battery, Alkaline, Size "AAA", 1.5 Volt 4 Batteries Per Pack. Must Be Retail Ready and Pre-Packed in Multiples of 4 Only	1) Eveready "Energizer" EN92-4	Yes / No	PK	750			
145005	7	Binder, 3 Ring, 8-1/2" x 11", 1/2" capacity, Black vinyl, 1" spine with clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers	1) BSN 09950 2) Wilson-Jones W362-13BPP	Yes / No	EACH	819			
145010	8	Binder, 3-Ring, 8-1/2" x 11", Black vinyl cover, 2" capacity W/pocket, open & close triggers, stiff vinyl cover	1) BSN 09977 2) Admiral #64-44 3) Cardinal #00500 4) Wilson Jones #368 – 44NBVT 5) Samsill #11600 6) ATAPCO #A00500 7) C&S #116BK	Yes / No	EACH	82			
145015	9	Binder, 3-Ring, 8-1/2" x 11", Black vinyl, 1-1/2" capacity W/pocket, open & close triggers, stiff vinyl cover	1) BSN 28552 2) National #67-985 3) Samsill #11500 4) Admiral Binder 5) WJ #368 – 34NBVT 6) ATAPCO 7) Avery #K31115BK	Yes / No	EACH	41			
145016	10	Binder, 3 Ring, 8-1/2" x 11", 3" capacity, White vinyl, concealed rivets W/clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers	1) BSN 09978 2) Cardinal #00601 3) WJ #368 – 49HBAV 4) ATAPCO #0060 5) Oxford #88 – 7330 6) Samsill 11800 7) Economy 03602	Yes / No	EACH	31			
145097	11	Clip Board, Legal Size, Brown 1/8" thick Hardboard, Smooth both sides, Nickel clip.	1) Pyramid #1162403 2) AFCO IDL #38004 3) Sanders #05613 4) Leonard #89004 5) Universal #40305 6) OEC A&W 04006 7) SSI 1272481	Yes / No	EACH	88			
145098	12	Clip Board, Letter Size, Brown, Hardboard, 1/8" thick, smooth both sides, Nickel clip.	1) Pyramid #1162437 2) AFCO IDL #38003 3) Sanders #05612 4) Leonard #89003 5) OEC A&W 04004 6) SSI 1272480 7) BSN 65637	Yes / No	EACH	958			
145677	13	Binder, 3 Ring, 8-1/2" x 11", 1-1/2" capacity, White vinyl, concealed rivets W/clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers	1) BSN 09955 2) Associated #AV1185WE 3) Samsill #18657 4) Wilson Jones #362 – 34WPP 5) K&M #VB-11-15WE 6) Cardinal #014444 7) Sparco	Yes / No	EACH	1449			
145678	14	Binder, 3 Ring, 8-1/2" x 11", 3" capacity, 3 3/4" Spine, White vinyl, concealed rivets with clear vinyl wrap around pockets on front, open & close triggers, back & spine, stiff cover.	1) BSN 09959 2) Samsill #18687C 3) Associated #AV1183WE 4) K&M #VB-11-25WE 5) Cardinal #01644; Wilson Jones #362 – 49WPP 6) Esselte 7) ATAPCO	Yes / No	EACH	296			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
145681	15	Binder, 3 Ring, 8-1/2" x 11", 2" capacity, 3" spine, white vinyl, concealed rivets with clear vinyl wrap around pockets on front, open & close triggers, back & spine, stiff cover. 12/box	1) BSN 09957 2) Samsill #18667C 3) GBC #831-3003 4) WJ #362-44WPP	Yes / No	EACH	522			
145684	16	Binder, 3 Ring, 8-1/2" x 11", 1" capacity, White vinyl, concealed rivets W/clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers.	1) BSN 09953 2) GBC #831-3001 3) Samsill 18537C 4) Wilson-Jones W362-14WPP 5) Economy 05711	Yes / No	EACH	1969			
145218	17	Box, Moving & Storage, 1.5 cubic feet, HOLDS LETTER AND LEGAL SIZE FOLDERS	None	Yes / No	EACH	1737			
145066	18	Calendar, Desk Pad, 17" X 22" JANUARY-DECEMBER	1) Rediform/Browline C1731-18	Yes / No	EACH	566			
145068	19	Calendar, Desk Pad, 17" X 22" AUGUST-JULY, ACADEMIC SCHOOL YEAR	1) Mead/Acco Ataglace TL2417 2) Browline CA181731-XX	Yes / No	EACH	187			
145069	20	Calendar, Refill, 717, 3- 1/2" X 6"	1) Rediform/Browline C2R-18	Yes / No	EACH	23			
145153	21	Clock, Wall, Battery, 14" face. Black quartz. Uses "AA" Battery.	1) SSSC AC-1164 2) Charles Leonard #76820 3) Business Stationers SPX #123-022 4) Accu-Clock	Yes / No	EACH	16			
145100	22	Compass, Metal Drawing, with Pencil	1) CLI77365 2) CLI / Charles Leonard	Yes / No	EACH	101			
130228	23	Flash Drive, 16Gb, Swivel Cap Style, USB 2.0	1) Kingston DT100G3/16GB	Yes / No	EACH	503			
130281	24	TONER, BLACK, SHARP COPIER AR455NT FOR ARM355 & 455 & MXM350 & MXM450	1) ATS/AGAR - 455NT	Yes / No	EACH	101			
130343	25	Toner, Lexmark Printer for E460 Series Printers, E460 SERIES PRINTERS, E-460X11A (15,000 PAGES)	1) Lexmark E-460X11A (15,000 pages)	Yes / No	EACH	75			
130345	26	Toner, Lexmark Printer for MS-510DN & MS-610 Series Printers, SERIES PRINTERS #50F1U00 (20,000 PAGES)	1) Lexmark 50F1U00 (20,000 pages)	Yes / No	EACH	53			
130389	27	Toner, BLACK, Sharp Copier MX500NT FOR THE MX-M363, M453, & M503 COPIERS	1) ATS/AGAR MX - 500NT	Yes / No	EACH	86			
130245	28	Surge Suppression Stripe APC/Triplite 7 Plug-in	1) Tripp-Lite Super 7	Yes / No	EACH	47			
145643	29	Divider Sheets, 5 tabs/set for 3-ring binder, Clear Tabs.	1) Kleer Fax 05110 2) #54310 3) Wilson Jones #WILC225 4) BSN 20068 5) Standard NPS 5-CLR	Yes / No	SET	1987			
145645	30	Divider Sheets, A - Z LEATHERETTE TABS, FOR 3-RING BINDER	1) Premier 00125 2) Premier 22534	Yes / No	SET	158			
145210	31	Fastener, Paper, round head, Brass, #2-1/2" Shank, 100/box.	1) General 2RH 2) OIC 3) Pyramid 4) Globeweis 5) Leonard #2R-BP 6) GXO 7) ABEL #00302	Yes / No	BOX	43			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
145216	32	Folders, File, Manila, Legal Size, 11 pt., stock, double top, 1/3 cut, 100/box.	1) Oxford R753113 2) Globeweis #D222-1/3 3) Shaw Walker #953R 4) Smead #2-153C 5) OEC Legacy 6) Associated #F1-C213-2A	Yes / No	BOX	50			
145217	33	Folders, File Manila, Letter Size, 11 pt., Stock, double top, 1/3 cut, 100/box.	1) Oxford R752113 2) Globeweis #D21-1/3 3) Shaw Walker #853R 4) Smead #153LSMD 5) Associates 6) OEC Legacy	Yes / No	BOX	470			
145223	34	Legal Size Folders, Hanging File, 1/5 cut, rods bonded to folders, coated tips, spaced slots on both flaps, Khaki green color, clear tabs and inserts, 25/box.	1) Pendaflex 81622 2) Pendaflex 415315 3) Smead C25H 4) BSN 43570	Yes / No	BOX	34			
145224	35	Letter size, Folders Hanging File, 1/5 cut, rods bonded to folders, coated tips, spaced slots on both flaps, Khaki green color, clear tabs and inserts, 25/box.	1) Pendaflex 81602 2) Pendaflex 415215 3) School Specialty #070311 4) Smead C15H 5) BSN 17533	Yes / No	BOX	68			
145602	36	Legal Size #960 File Frames, Hanging drawer to file hanging file folders, steel W/smooth sliding rails	1) Leo 960 2) Omni GXO HFLX 3) Rogers #03926 4) CLI #960	Yes / No	EACH	17			
145603	37	Letter Size, File Frames, Hanging drawer to file hanging file folders, steel W/smooth sliding rails	1) Leo 950 2) Omni GXO HFLX 3) Rogers #03925 4) CLI #950 5) Smead #64867 6) Sparco SP2-6	Yes / No	EACH	46			
170035	38	Laminating Film, 25" Wide x 500', 1" Core, Clear, 2 Rolls/Case, 1.5 Mil Thickness	1) Doculite #01-255-1X	Yes / No	PAIR	234			
185597	39	Folders, Twin Pocket, Portfolio style, without prongs, five assorted colors, 8-1/2" x 11", 25/box.	1) Standard Stationary 125-ASST 2) Oxford-Esselte #57513 3) Pyramid EZ-Folder 80125 4) Standard Stationary 125-ASST 5) BSN 78502	Yes / No	BOX	160			
185604	40	Folders, with Pockets and Prongs, assorted colors, 8-1/2" x 11", 25/box.	1) Oxford 50770 2) Duo-Tang #54128/ 54828 3) Amberg #57713 4) BSN #78531	Yes / No	BOX	684			
145653	41	Picture Frame, Black, 8-1/2" x 11", plastic W/gold decorative stripping, W/Plastic/Acetate Cover	1) NUD 11880	Yes / No	EACH	47			
135032	42	Roll/Grade Book, #30-X, 39 Lines, 9-Week Periods, 8-1/2x11 Squibb	1) #30X - 39 Lines - 9 Week Periods 2) Squibb #30X	Yes / No	EACH	75			
135033	43	Roll/Grade Book, #18	1) #18 - 43 Lines - 9 Week Periods 2) Squibb #18	Yes / No	EACH	107			
135036	44	Teacher Planning Book, 8 Column, #8, 8-1/2 x 11, Wire bound	1) #8 - 8 Column 2) Squibb #8	Yes / No	EACH	170			
145272	45	Index Card, 3" X 5" White, Plain 100/Pack	1) School Smart #088708 2) Oxford #30	Yes / No	PK	99			
145273	46	Index Card, 3" X 5" White, Ruled 100/Pack	1) Oxford #31 2) School Smart #088706	Yes / No	PK	302			
110036	47	Cup, Plastic 3.5 oz: Cup, plastic, translucent, 100 cups/sleeve, 25 sleeve/cs.	1) Dart 35N25	Yes / No	SLV	173			
110037	48	Cup, Plastic, Cold, 5 oz.: Cup, plastic, translucent, Top diameter:2.6", Base diameter:1.5". 100 cups/sleeve, 25 sleeve/cs.	1) Dart Y5	Yes / No	SLV	498			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
120049	49	Facial tissue, 100 count, 30 box per case.	#N/A	Yes / No	CASE	432			
145145	50	Cup, Cone Shaped, 4 oz.: Cup, Cone shaped, 4 oz., rolled edges, Konnie cup, cold beverage, 200 cups/tude, 25 tubes/cs.	1) Genpak W4F	Yes / No	TUBE	113			
145159	51	Detergent, Dishwashing, Liquid, 32 oz. Bottle	1) Celeste	Yes / No	QT	62			
145238	52	Foil, Aluminum 18" x 25' Heavy Duty:	1) Jiffy 00924	Yes / No	ROLL	60			
145334	53	Bags, Lunch 50/PK Brown: Bags, lunch, brown, 5-3/8" x 8" x 3-1/4", 5# kraft paper that meets FDA and USDA specifications. Packed 50 bags/pack, 500 bags/bale.	1) Duro 81082	Yes / No	PK	387			
145549	54	Towels, Paper roll, 2-ply, kitchen type, 11" x 9", 85 sheets or more per roll, 30 rolls/case.	1) BayWest 41000	Yes / No	ROLL	2937			
145630	55	Paper Plates, 6" Plain, White: Paper plates, uncoated, 6", plain white, 100/pk.	1) Empress E30200	Yes / No	PK	67			
145650	56	Paper Plates, 9" Plain, White: Paper plates, uncoated, 9", plain, white, 100/pk.	1) Empress 421286	Yes / No	PK	107			
145669	57	Bag, Zip Lock, Freezer Gallon Size 9" x 12": Bag, zip lock, freezer, gallon size, 9" x 12", 100/pk	1) ELKCY F20912	Yes / No	PK	77			
150159	58	Straws, Clear, Plastic, Unwrapped, Jumbo: Straws, clear plastic, unwrapped, jumbo, polypropylene, 7-3/4", 250/box.	1) Cardinal 285T	Yes / No	BOX	87			
170038	59	Cup, Cold Plastic, 12 oz.: 50 cups/sleeve, 20 sleeve/cs.	1) Dart Y12S	Yes / No	SLV	67			
175143	60	Lid, Hot/Cold, 6 oz.: Disposable vented lid, (6) oz., Plastic, White. Packed 1,000/cs.	1) Dart 6JL	Yes / No	CASE	3			
175147	61	Cups, Hot/Cold Beverage Container, 6 oz.: Cup, hot/cold, (6) oz. disposable foam. Packed (25) cups/sleeve. Packed 1000/cs	1) Dart 6J6	Yes / No	SLV	174			
175150	62	Cups, Hot/Cold Beverage Container, 10 oz.: Cup, hot/cold, ten (10) oz. disposable foam. Packed (25)	1) Dart 10J10	Yes / No	SLV	288			
130331	63	Labels, Address, 1" x 2-5/8", White, E-Z Peel, Self-Adhesive, 7500 labrls/box, 250 sheets, 30 labels/sheet for use in Laser Printers	1) BSN 21051 2) Avery #5960 3) Macco ML-3000B 4) Leonard #45140 5) Maco ML-3000B	Yes / No	BOX	40			
145007	64	Name Badge, Plastic W/Clip or Clip/Pin Combo, 3-1/2" x 2-1/4".	1) SPR 19184 2) Sparco 4"x3"	Yes / No	EACH	275			
145370	65	Badge, Tardy Pass, White, RAPTORWARE #5182RAP2, 12 RL/CASE	1) 5182RAP2 - White 2) Raptorware #5182RAP2 - White	Yes / No	ROLL	436			
145371	66	Badge, Visitor, RAPTORWARE, YELLOW BORDER, #51892RAPY, 10 RL/CS	1) 51892RAPY - Yellow 2) Raptorware #51892RAPY - Yellow	Yes / No	ROLL	291			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
145628	67	Name Badge, Self-Adhesive, Red border and White middle and printed w/Hello, My Name is? 2-3/8" x 3-3/8", 100/box, For use in laser or inkjet Printers.	1) ShurStick 5140 2) Avery #5140	Yes / No	BOX	71			
130129	68	Black Markers, fine point, Permant, waterproof ink	1) Sanford 30001 2) Ticonderoga 97207 3) Liqui-Mark #66221	Yes / No	DOZ	197			
130250	69	Highlighter Set, (5) assorted colors with 6 pens per set, Chisel Tip: Blue 1 Orange 1, Pink 1, Yellow 2, Green 1.	1) Sharpie 25076 2) BIC Brite Line #BLP-61S 3) Perfection #4800 06-229	Yes / No	SET	475			
145335	70	Marker set, felt-tip, chisel or bullet, style, 8 color per set: Red, Blue, Orange, Purple, Green, Yellow, Black, Brown	1) Sargent Art 22-1530 2) Dennison #24-701 3) Sanford #64300 4) E Faber #64740 5) Dixon# 95010 6) Liqui-Mark #80008	Yes / No	SET	528			
145336	71	Markers, Black, Large, felt, chisel-tip, instant dry, permanent ink 12/box.	1) Dixon Ticonderoga 95007 2) Sanford Sharpie #38201	Yes / No	DOZ	53			
145654	72	Markers, Dry Erasable, Chisel Point, for Dry White Board, 4 color/set.	1) Leonard 47814 2) Sanford #80074 3) Office Depot SKU 497735 4) Dixon 92140 5) Liqui-Mark #25040	Yes / No	SET	1388			
145656	73	Cleaner for Dry White Board, 8oz. Bottle.	1) Sanford Expo 81803	Yes / No	BTL	341			
145682	74	Black Markers, Dry Erasable for Dry White Board.	1) Leonard 47920 2) Expo #83001 3) Office Depot SKU 455469 4) CLI 5) Liqui-Mark #25001	Yes / No	DOZ	498			
145683	75	Blue Markers, Dry Erasable for Dry White Board.	1) Leonard 47915 2) Expo #83003 3) Office Depot SKU 455329 4) CLI 5) Liqui-Mark #25003	Yes / No	DOZ	157			
145685	76	Markers, Dry Erasable, Fine Point, for Dry White Board, 4 color/sets	1) Liqui-Mark 26040 2) Sanford #84074 or #86074 3) Ticonderoga 93040	Yes / No	SET	465			
145690	77	White Board, 9" X 12" Dry Erase, 10 Each/Pk	1) Whiteboard Wizard WB912 2) Standard St. (48550-1)	Yes / No	PK	96			
170251	78	Highlighter, Yellow, Chisel Tip	1) ZEB-77050 2) Sanford Sharpie #25025 3) Bic Bright Liner BLMG-11 4) Ticonderoga 47065 5) Liqui-Mark #16128	Yes / No	DOZ	242			
175657	79	Eraser, Multipurpose, Dry Erase & Chalkboards, 12ea / pack	1) NPS#T-104 2) Standard St. YD-T-104	Yes / No	PK	213			
110048	80	Lens, Magnifier, 3X/6X Powers Plastic with lanyard	None	Yes / No	EACH	23			
145368	81	Hook, White Plastic, 2-pk, Medium Duty, Holds up to 3lb.	1) 3-M 17001 2) 3M #17001 3) W/Command Adhesive	Yes / No	PK	127			
149999	82	Project/Display Boards, 36" x 48", Tri-Fold, White, 25/box, Pre-scored foldout sides eliminates the need for props or easels.	1) EPI 730300	Yes / No	EACH	147			
150059	83	Pie Pan, Aluminum, 9" Diameter	1) Baker's Mark	Yes / No	EACH	100			
150069	84	Rubber Bands, #18, 3" x 1/16" x 1/32" thick, pure rubber, 1/4 lb. bag.	1) Alliance 28188(1147834) 2) SSSC #18 3) OEC Legacy 4) Status Plus #59-044 5) Leonard #56418 6) Alliance ECO #28 #28188 7) School Smart 02086	Yes / No	BAG	198			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
150070	85	Rubber Cement, 4 oz. Bottle with brush cap, acid free, photo safe, dries clear, shater resistant bottle.	1) Elmers E-904 2) Sanford #494 3) Carter #08-450 4) Ross #44	Yes / No	EACH	165			
170017	86	Tape, Duct, 2" x 60 Yards, Silver	None	Yes / No	EACH	5			
170157	87	Zip-Ties, Plastic Tie & Cable wrap 14 1/2" Long 100/Pack	None	Yes / No	PK	1			
175104	88	Tape, CAUTION BARRIER, 3" X 1000'	None	Yes / No	ROLL	4			
175108	89	Canned Air, Duster, Computer Keyboard	None	Yes / No	CAN	18			
175326	90	INSECTICIDE, Wasp Freeze Spray	None	Yes / No	EACH	15			
130271	91	Pad, Mouse, 8.5" x 9.75"	1) BELKIN F8E081-BLU	Yes / No	EACH	209			
150013	92	Paste, Art, Paper Mache, 2 OZ	1) School Smart SKU 055992	Yes / No	PK	60			
170346	93	Glue Stick, Rub-on	1) Prang Disappearing Blue Glue Stick 2) Universal #75749 3) Color Splash #GL560 4) S&S #Color Splash 5) STX #67-4735SP 6) Prang	Yes / No	DOZ	1879			
175140	94	Crayon, 16 Colors/Box, #8, 12 BOXES/PACK	1) Crayola #52-3016 2) Dixon/Prang #00100	Yes / No	PK	190			
145355	95	Pad, Memo, 4-1/2" x 5-1/2" 50/pk	None	Yes / No	EACH	43			
145357	96	Pad, Memo,"WHILE YOU WERE OUT" 50 sheet/Pad	None	Yes / No	EACH	131			
145569	97	POST-IT-NOTE PAD, 3" x 5" Self-Adhesive note pads, Canary Yellow, 12 pads/pack, 100 sheets/pad	1) BSN 36613 2) Post-It Note #655YW-12 or 3M High#6559YW 3) 3M Highland #6559YW	Yes / No	PK	256			
145571	98	POST-IT-NOTE PAD, 1-1/2" X 2" Self-Adhesive note pads, Canary Yellow, 12 pads/pack, 100 sheets/pad	1) BSN 36610 2) Post -It Note #653YW 3) 3M Highland #6539YW	Yes / No	PK	299			
145572	99	POST-IT-NOTE, 3" X 3" Self-Adhesive note pads, Canary Yellow, 12 pads/pack, 100 sheets/pad	1) BSN 36612 2) Post-It-Note #654YW-12 or 3M High#6549YW 3) 3M Highland #6549YW 4) Leonard #33100	Yes / No	PK	49			
150158	100	Pad, Steno, Note pad, Spiral Top	1) ROA 12106 2) Data Com #9405 3) National #36746 4) Roaring Springs #12106OD #524405	Yes / No	EACH	404			
175605	101	Pads, Legal Ruled, yellow head strip style, with clipboard backing, Perforated sheets, 50 sheets/pad, 12/pack.	1) TOPS 7532 2) SCM 3) National 4) Data Com 5) Riverside 6) Ampad #20260 7) Quill Standard Series #740022	Yes / No	PK	62			
175606	102	Pads, Legal Ruled, Yellow, head strip style with clipboard backing, Perforated sheets, 50 sheets/pad, 12/pack.	1) TOPS 7572 2) SCM 3) National 4) Data Com 5) Riverside 6) Ampad #20263 7) Quill Standard Series #740022L	Yes / No	PK	17			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
145472	103	PAPER, BOND, WHITE, 8-1/2" X 11, W/WATERMARK, 20 LB 500 SHEETS/REAM	1) Royal Cotton 29496	Yes / No	REAM	74			
145526	104	Paper, Graph, 20 Sheets/Pad, Letter, 8-1/2 X 11	1) Mead #1903	Yes / No	PAD	374			
145528	105	Paper, Manuscript Writing, Story-Writing 18" x 12", 5/8 ruling, red baseline, primary grade blank space for drawing at the top of the paper, 250 sheets per package.	1) Pacon ZP2694 2) Zaner Bloser #140190 3) American ARN #1854 4) Zaner Bloser #RWNZBKS1218 PS2	Yes / No	PK	80			
145529	106	Paper Manuscript Writing, (Grade 1), 5/8" writing space above the red baseline, 5/16" descender space below the baseline. Landscape Format.	1) SS #085336 School Smart 085336 2) Pacon 3) American ARN #1044 4) Zaner Bloser #140141	Yes / No	REAM	80			
145530	107	Paper, Manuscript Writing, (Grade 2), early transition, 1/2" writing space above the red baseline is divided by a broken midline, 1/4" descender space below the baseline. Landscape Format.	1) SS #085338 School Smart 085338 2) Zaner Bloser #140142 3) American 4) Pacon 5) APC GR3-DOT	Yes / No	REAM	79			
145531	108	Paper, Manuscript Writing, (Grade 3), 1/2" writing space above the red baseline is divided by a broken midline, 3/16" descender space below the baseline. Portrait Format.	1) SS #085339 School Smart 085339 2) Zaner Bloser #140143 3) American ARN 0801 4) Pacon	Yes / No	REAM	25			
145538	109	Notebook, Spiral, Single Subject, Wire Bound & 3-Hole Punched, 70 sheets, Wide Ruled 10-1/2" x 8".	1) TOPS 65000 2) Meade #05510 3) School Smart #085627 4) Roaring Springs ROA 10021	Yes / No	EACH	3542			
145539	110	Paper, Student Notebook Filler, Wide Ruled, 8" x 10-1/2", blue cross ruled, 200 Or 300 sheets/pkg.	1) School Smart 085285 2) Roaring Springs #20300 3) Top Flight #300P 4) Data Com 5) APC #16 (900P200) 6) School Specialty 85157 7) Office Depot 293799	Yes / No	PK	1464			
150008	111	Punch, Paper, One-Hole, 1/4"	1) SS #039423 School Smart 039423 2) McGill #803CR 3) General G-1 4) Leonard #90001 5) Standard Stationary G-1 6) BSN 62895	Yes / No	EACH	106			
150010	112	Punch, Heavy Duty, Two & Three-Hole, adjustable	1) Standards 3-1 2) Acco Swingline #74015K 3) BSN 65645	Yes / No	EACH	51			
150114	113	Sentence Strips, size 3" x 24", Ruled 1-1/2", one side for manuscript writing, other side ruled for numerals, 100 strips/pkg.	1) Pacon 5157 2) American 3) Cosmos #0040 4) APC #9760	Yes / No	PK	216			
145347	114	Paper Clips, Binder Clips, Small, Black/Silver, Size #2, 3/4" wide, 3/8" capacity, 12 clips/box, Fold-back binder clips w/strong grip, Nickel-plated wire arms fold flat in front & back positions. Clips are made of tempered steel	1) BSN 36550 2) Leonard #BC-02 3) Status Plus #52-009 4) General #20BC 5) OIC #99020	Yes / No	DOZ	91			
145348	115	Paper Clips, Binder Clips, Black/Silver, Medium, Size #5, 1-1/4" wide, 5/8" capacity, 12 clips/box, Fold-back binder clips w/strong grip, Nickel-plated wire arms fold flat in front and back positions. Clips are made of tempered steel.	1) Pyramid 1110667 2) BSN #36551 3) School Smart 032400 4) Status Plus 52-011 5) OIC #99050 6) Leonard #BC-05	Yes / No	DOZ	267			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
145349	116	Paper Clips, Binder Clips, Large, Black/Silver, Size #10, 2" wide, 1" capacity, 12 clips/box, Fold-back binder clips w/strong grip, Nickel-plated wire arms fold flat in front and back positions. Clips are made of tempered steel.	1) SS #032403 School Smart 2) BSN #36552 3) Status Plus 52-013 4) General #100BC OIC #99100 5) Leonard #BC-10	Yes / No	DOZ	145			
175207	117	Eraser, Kneaded Drafting, Art removes Chalk and Charcoal, 12/each/box	1) Charles Leonard #71585	Yes / No	DOZ	13			
175240	118	Paper Clips, Gem, Jumbo, 100/box, 10/boxes/pkg, must be boxed or wrapped	1) BSN 65639 2) OEC Legacy 3) Leonard #301E 4) Oakville #76C 5) Gem #GC 6) Standard PC-G 7) SPR 5800	Yes / No	CRTN	492			
175241	119	Paper Clips, Gem, Standard #1, non-rust, 100/box, 10 boxes/pkg, must be boxed or wrapped.	1) BSN 65638 2) Oakville #74C 3) Omni #201 4) Office Mate PC1-99911 5) Acco 6) Standard PC-1 7) School Smart 084472	Yes / No	CRTN	316			
150047	120	Pen, Black, Fine Ball Point, stick W/clip cap	1) BSN 37502 2) BIC GSF11 #20129 3) SSI 027468	Yes / No	DOZ	203			
150048	121	Pen, Blue, Fine Ball Point, stick W/clip cap	1) BSN 37502 2) Bic GSF11 #20130 3) SSI 027470	Yes / No	DOZ	102			
150050	122	Pen, Red, Fine Ball Point, stick W/clip cap	1) SAN 3371131 2) SSI 027466 3) BSN 3371131	Yes / No	DOZ	92			
150051	123	Pen, Black, Medium Ball Point, stick W/clip cap	1) Bic GSM11 #20119 2) ZEB-23610 3) BSN 37501	Yes / No	DOZ	413			
150052	124	Pen, Blue, Medium Ball Point, stick W/clip cap	1) Liqui-Mark #31121 2) BIC GSM11 #20120 3) ZEB-23620 4) BSN 37500	Yes / No	DOZ	51			
150054	125	Pen, Red, Medium Ball Point, stick W/clip cap	1) BIC GSM11RD 2) ZEB-23630 3) BIC GSM11 #20118	Yes / No	DOZ	123			
150055	126	Pen, Black Felt Tip, Fine Point	1) Papermate 8430152 2) Papermate Flair 8430152	Yes / No	DOZ	71			
150056	127	Pen, Blue Felt Tip, Fine Point	1) Papermate 8410152 2) Papermate Flair 8410152	Yes / No	DOZ	32			
150057	128	Pen, Green Felt Tip, Fine Point	1) Papermate 8440152 2) Papermate Flair 84401	Yes / No	DOZ	22			
150340	129	Pen, Roller Ball, Black, Uni-Ball rolling ball, 0.7mm fine point	1) ITA 36172 2) Eberhard Faber #FAB60143 3) Sanford Onyx UB-102 #60143 4) Standard Stationary #12307	Yes / No	DOZ	95			
150341	130	Pen, Roller Ball, Blue, Uni-Ball rolling ball, 0.7mm fine point	1) SAN 60145 2) Eberhard Faber #FAB60145 3) Standard Stationary #12309	Yes / No	DOZ	65			
145203	131	Erasers, Caps, fits standard pencils, 12/pkg.	1) CLI 80799 2) Papermate #73015 3) Faber Castell #7107-02907 4) WestCott 14613 5) Business Stationers 6) Dixon 34501 7) Stellar #13-065SP	Yes / No	PK	1397			
145667	132	Pencil, Sharpener, Electric, 110V AC	1) X-Acto 1800 XLR	Yes / No	EACH	458			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
150026	133	Shapener, Pencil, Mechanical	1) Boston KS1031 2) Bostitch #MPS1-Blk 3) X-Acto KS 4) X-Acto (Elmers) X21L101	Yes / No	EACH	55			
150030	134	Pencils, Beginners, Untipped	1) Liqui-Mark 66521 2) Berol Alpha #245 3) Faber Castell #80 4) Patriotic Musgrove #500 5) Dixon #13080 6) PMA 500 TOT 7) Standard St. #SSSC8C	Yes / No	DOZ	56			
150031	135	Pencils, #2 pencil W/erasers, 2nd Grade, 6 doz/box	1) DIX 13304 2) Dixon #3304; Musgrove 3030T 3) Faber Castell #89R 4) Media 11/32	Yes / No	DOZ	129			
150036	136	Pencil, #4 (DOZ ONLY)	1) Ticonderoga 13884	Yes / No	DOZ	180			
150038	137	Pencil, Red (DOZ ONLY)	1) Liqui-Mark 63127 2) Liqui-Mark 63127	Yes / No	DOZ	25			
150315	138	Pencil, #2-1/2 Lead	1) Sanford Mirado 2) Berol Miranda #174-2-1/2	Yes / No	DOZ	175			
170033	139	Pencils #2, Tipped, 6 doz/pk	1) Liqui-Mark 66421 2) Ceres #909 3) Faber Castell #210 4) American 5) Berol Ensign #200 6) Dixon #14402 7) Leonard #65500	Yes / No	PK	1115			
170034	140	Pencils, #2-1/2 Lead each pack contains 6 dozen pencils	1) Dixon/Oriole 12875	Yes / No	PK	55			
175205	141	Erasers, Pencil, Pink Pearl, Large, 12/box	1) Standard G. 100 2) Leonard #71502 3) EZ Erase E100 4) Eberhard Faber #070521 5) Dixon #38910 6) Engelhard 13-061SP 7) Westcott #14613	Yes / No	DOZ	229			
115020	142	Protectors, Label, Easy-on, Clear, Self-adhesive for Text/Library Books, 1-1/2" x 3"	1) Vernon Library Supply #6615P1000	Yes / No	BOX	28			
145011	143	Sheet Protectors, Top-load, Non-Glare, 100/box, 8-1/2" x 11", Heavy-weight, Plastic.	1) SS #084904 School Smart 084904 2) Avery #PV119G/ #74102 3) BSN 74449 4) Leonard #48381	Yes / No	BOX	232			
170064	144	Protractor, 6" Plastic, two (2) rows of calibrations, (0-180)(180-360) open, 12/pack.	1) General 16231-W 2) AM Pin Fastener 3) Sterling Plastic #582 4) C-Thru 5) Leon #77106 6) Standard Stationary 16231-W 7) Office Depot #713585	Yes / No	DOZ	88			
150073	145	RULERS, WOOD 18" METAL EDGE	1) SSSC ST-931-18 2) Falcon #331-18 3) Acme United Corporation 05228 4) Acme #R50118 5) Standard St. 44648-1 6) Leonard #77138	Yes / No	EACH	71			
150074	146	RULERS, WOOD, METER/YARD STICK - 39" W/METAL TIP #081902	1) SS #081902 School Smart SS1081902 2) ACME #10432-001 3) Leonard 77595	Yes / No	EACH	44			
170071	147	Rulers, 6" (15 cm), Plastic, 12/pack.	1) Acme 00412-001 2) Sparco #SPR 01489 3) Status Westcott #45016-001 4) Leonard #77610 or #80610 5) Plus 450-15	Yes / No	DOZ	3			
170072	148	Rulers, 12" Wood, with metal edge, 12/pack.	1) SSSC KS611 2) Falcon #331-12 3) Acme #R50112 or 05011-001 4) School Smart #081903 5) Westcott #14171 6) Leonard #77120	Yes / No	DOZ	35			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
170083	149	Rulers, 12" (30 cm), Plastic, 12/pack.	1) SSSC 16220 2) School Smart #200506 3) Westcott #45012 4) ACME 45012-001 5) School Specialty #081888 6) UNV 59022 7) Pendaflex 152-1/3	Yes / No	DOZ	52			
170110	150	Scissors, Blunt Point, 4-1/2"	1) Fiskars #9416 2) Fiskars Model #9416	Yes / No	DOZ	19			
170111	151	Scissors, Clip Point, 5"	1) Fiskars #9430 2) Fiskars Model #9430	Yes / No	DOZ	49			
150124	152	Stamp Pad, Black, Foam Rubber, 2-3/4" x 4-1/4".	1) CLI 92220 2) Carter #213 & #1 3) Sanford #9510 4) Classic #02001 & #02601 5) Status Plus #69-006	Yes / No	EACH	12			
150125	153	Stamp Pad, Red, Foam Rubber, 2-3/4" x 4-1/4". USES RED INK #0150127	1) Sanford #9510 2) Carter #213 3) Carter #1 4) Classic #02001 & #02601 5) CLI #92230 6) Avery #21371-20 7) Status Plus #69-010	Yes / No	EACH	24			
150128	154	Stapler 4", Throat, Black length, 8-1/2". (USES STAPLES 0150132)	1) Standard 220 2) Swingline #44401 3) Leonard #82210	Yes / No	EACH	431			
150132	155	Staples, standard, chisel point, 5000/box. (FOR DESK TYPE)	1) Standard STBC 2) Swingline #SF-1 3) 4CP 4) Bostitch SB 191/4 CP 5) Bates STBC 6) SSI #061059 7) Leonard #84500	Yes / No	BOX	1065			
150137	156	Staple Remover, Black	1) BSN 65650 2) Ace #600 3) Swingline #79798 4) Faber #96201 FESR 5) Office	Yes / No	EACH	33			
150177	157	Tape, Box, Sealing, Clear, 2" X 60 YDS/ROLL	1) Shur 1144714 2) Manco #HP260 3) 3M #3750	Yes / No	ROLL	271			
150179	158	Tape, Frosted, Mending, 3/4" wide x 1296"/roll, 1" core, 144 rls/case.	1) Leonard 49534 2) 3M Scotch #810 3) Highl6200 4) BSN 32952	Yes / No	ROLL	3112			
150180	159	Tape, Masking, 3/4" X 60 Yards, GENERAL PURPOSE	1) Scotch #234 2) Anchor #513 3) Rotex #6231 (R075) 4) 3M #2301 5) Shuford #CP083 6) Shuford #CP101 7) Pyramid MT-106B	Yes / No	ROLL	1917			
150196	160	Tape Dispensers, Heavy Duty, Black, 1" Core for 1/2" & 3/4" tape.	1) SSSC-C38 2) 3M Scotch #C-15 3) 3M#C-38 4) Leonard #900 5) Standard St. C-38 6) BSN 32954	Yes / No	EACH	260			
150334	161	Tape, Book Mending, Clear, Trans-parent, 3" x 15 Yds.	1) Scotch #845C 3 m 845.3	Yes / No	ROLL	42			
170018	162	Tape, Masking, Tartan, 2" x 60 yds (48mm x 55 M).	1) Edge E-83-2 2) BSN 16462 3) Pyramid #MT-106E 4) Edge E-83 5) 3M #200 6) Shurtape CP105	Yes / No	ROLL	105			
145620	163	Correction Fluid, Photocopy, white, 3/4 oz. bottle.	1) Planet Pleaser 45002 2) Liquid Paper #710-01 3) Papermate #760	Yes / No	EACH	83			
150344	164	Pen, Correction White Out	1) Corrector 562 2) Papermate #PAP5620115 3) BIC #WOSQP11	Yes / No	EACH	107			

Item #	Line #	Long Description	Pre-approved Brand Name / Number	Sample Sent	District UOM	District Qty.	Unit Price	Extended Price	Case Count
150345	165	Correction Tape, White Out, DISPENSER W/READY-WRITE FILM	1) ITA 60233 2) BIC #WOTAP10 3) Leonard #72394	Yes / No	EACH	481			
175332	166	Liquid Paper, White Out, .74 oz. Bottle, 3/pack	1) SA #419044	Yes / No	PK	233			
150175	167	Shrink Wrap, 18"X1500' .90 MIL AMPTOPPWRAP 4 ROLLS PER CASE	1) Amptoppwrap	Yes / No	ROLL	305			

Comments

1. Did you send samples? (Circle your answer) Yes No

2. Lead time to provide bid items awarded this company will be on or before: _____.

3. What, if any, reference information should be included on Purchase Orders issued:

4. Please state discount credit for prompt payment, if any: _____.

5. Is a Visa based Purchasing Card accepted by your company with no additional fees? (Circle your answer)

Yes No

6. What is your policy/ procedure regarding back orders?

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: _____

DRUG FREE WORKPLACE

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

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

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

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

Vendor's Signature _____

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

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

Instructions for Certification

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

Certification

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

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

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

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor’s records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board’s request for records, School Board shall enforce the provisions in accordance with the contract.

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 School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

