



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

**INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT**

POSTING DATE:  
**June 4, 2019**

PURCHASING CONTACT & TELEPHONE:  
**Stacey Marshall 850-469-6208**  
Email: [Smarshall2@escambia.k12.fl.us](mailto:Smarshall2@escambia.k12.fl.us)

BID TITLE:  
**Drivers' Education Vehicles Leasing,  
Repair and Maintenance Services**

BID NUMBER:  
**192805**

BID OPENING DATE & TIME: **Tuesday, June 18, 2019 at 10:00 AM CST**  
**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 Boulevard, Pensacola, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed Bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The 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 Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.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.

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION

The School District of Escambia County, (the "District") is soliciting Bids to enter into an agreement with an automobile dealership to lease "new" vehicles (to include any repairs and maintenance services needed). These vehicles will be used in the Driver Education Program at high schools in Escambia County for the 2019 - 2020 school year and subsequent school years. The current number of vehicles needed is twenty- one (21). "New" is defined in this solicitation as, "vehicles of the past, present, or future year that have not been used, titled, or registered. The only documentation for the vehicle(s) is the **Manufacturer's Statement of Origin** as referenced as a **New Automobile** in the **Automobile Information Disclosure Act.**" This pattern will follow in subsequent school years. The District reserves the right to increase or decrease the amount of vehicles leased based on need. The agreement will consist of the commitment of School District business in exchange for the delivery of vehicles with firm prices in a timely manner. **This document will constitute the agreement and as such, the entire document, pages 1 through 18 must be returned** If participating in this solicitation. All places that require a signature or initials must be completed by the Bidder.

## 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 Bidder list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list.

- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the 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 subsequent 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. **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. 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 page 1. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven (7) 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 (5) workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the 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.

**TERM OF THE AGREEMENT AND RENEWAL:** All prices, terms, and conditions of this purchasing agreement will be in effect from **August 1, 2019 through July 31, 2020**. This Agreement may be renewed for up to four (4) more one (1) year periods subject to availability of lawfully appropriate funds for each year and School Board Approval unless either party provides written notice to not renew the Agreement. Written notice of non-renewal shall be delivered to the other party not less than ninety calendar days (90) days prior to the Agreement's anniversary date. All pricing/rates proposed herein shall be firm through the first year of the contract.

For successive renewal years, adjustments to rates established in V. Specifications and Pricing, will be negotiable and limited to the appropriate Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for South urban; Size B/C as published by the US Department of Labor, Bureau of Labor Statistics in December of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than April 1st of each following year. Rate adjustments will not be automatic. Current year pricing will be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Purchasing Department will provide notification of allowable increases, if applicable, by May 1st.

A. **BID COMMUNICATION:** In the event this Bid requires clarification or amendments, this information will be posted to: <http://ecsd-fl.schoolloop.com/purchasing/Bids>, by the Purchasing Agent responsible for this solicitation. **Requests for clarification of Bid items will need to be received in writing, preferably via email, no later than 5:00 PM, CST, Monday, June 10, 2019 by the Purchasing Agent listed on Page 1. Any applicable amendments or responses to any questions received will be posted to the District website above no later than 5:00 PM, CST, Wednesday June 12, 2019.**

B. **RESPONSIBILITY OF THE DEALER:** The successful Bidder shall be responsible for the following:

1. Provide new vehicles for use in the Driver Education Program for the first, second, and summer semester programs for the 2019 – 2020 school year and in subsequent school years. Vehicles will be “new” models, with a Manufacturer’s Suggested Retail Price (MSRP) of under forty thousand dollars (\$40,000.00). The vehicles will be equipped with automatic transmission, power brakes, power steering, air conditioning, four (4) doors, and will seat four (4) people. Vehicles with split front seats and center console located parking/emergency brake actuators are preferred.

The following are allowable vehicle classifications for our program, though allowed they still require District approval for use:

- Sub – Compact Cars
- Compact Cars
- Mid – Sized Cars
- Full – Sized Cars
- Crossover Vehicles
- Pick – Up Trucks with a wheelbase of one hundred and ten (110) inches or greater. \*
- Multipurpose Passenger Vehicles (MPVs) with a wheelbase of one hundred and ten (110) inches or greater. \*
- Sports Utility Vehicles (SUVs) with a wheelbase of one hundred and ten (110) inches or greater. \*

**\*If the noted vehicle classifications have a wheelbase of less than one hundred and ten (110) inches and a vehicle has a rollover warning label affixed to either the driver’s side door jamb or the driver’s sun visor in accordance with F.S. 1006.22, then this vehicle would be restricted to the driver’s education range only when students are passengers or drivers.\***

2. Furnish, prior to the beginning of each semester, a list of the vehicles to be provided to the District with the following identification information for each vehicle: make, model, color, vehicle identification number, and insurable value. (See page 12 of 18)
3. Install in each vehicle, at the Dealer’s expense, dual brakes.
4. Furnish the District with the complete fleet of assigned vehicles no later than the fourth (4th) week of each new semester.
5. Maintain each vehicle in a safe operating condition. While in possession of the District providing all

all necessary maintenance and repair service to the vehicles without charge to the District except for repairs due to collision accidents, vandalism, or damages incurred from equipment on driving ranges. If a vehicle is out of service longer than five (5) business days, a replacement vehicle must be provided to use until the repaired vehicle is returned.

6. Provide an estimate signed by an authorized estimator for the Dealer and an itemized invoice for each repair reimbursement request to be directed to the District's Driver's Education Program Specialist.
7. Assigned vehicles shall remain with the District throughout the duration of each semester or during the entire one (1) year Bid period whichever is negotiated, to cover use during all semesters (unless the manufacturer recalls the vehicles due to safety issues). Replacement vehicles must be provided within five (5) business days if this situation occurs.
8. In the event of an automotive industry strike involving the manufacturer of the vehicles furnished, substitute vehicles will be provided to fulfill the Driver Education Program requirements.
9. Pay all costs for safety inspection, if such becomes required by law.

**C. RESPONSIBILITY OF THE ESCAMBIA COUNTY SCHOOL DISTRICT:**

1. Assure that vehicle usage will be limited to the instructional purposes of the Driver's Education Program at the District's high schools.
2. Assure that the instructional program in which the indicated vehicles are to be used and the instructors therein are approved and certified by the Florida Department of Education.
3. Operate each vehicle only under the personal supervision of an approved certified Driver's Education Instructor.
4. Cover each vehicle under the District's self-insurance plan.
5. Assure that the Escambia County School District will be the sole authority in determining the allocation of the vehicles to the schools as the Driver Education Program needs direct.
6. Maintain vehicle fluid levels and tire air pressure as designated by the Dealer and report the need for services in accordance with the instructions of the Dealer.
7. Furnish all gasoline necessary to operate the vehicles during the contract period.
8. Return all vehicles in the same operating and appearance condition as when received except for normal wear and usage.
9. Reimburse the Dealer for repairs due to collision accidents, vandalism, or damages incurred from equipment on driving ranges.
10. Provide a representative to assist the estimator when conducting inspections of the vehicles.
11. Pick-up and return vehicles to the Dealer.
12. Allow the Dealer to place a courtesy sign on each side of each vehicle.

**D. BID QUANTITIES:** Quantities listed in this Bid are estimates provided for Bidder information purposes only. No guarantee is given or implied as to the exact quantities that will be needed by the District. The District reserves the right to increase or decrease all estimated quantities during the term of this

contract or to delete any item or items as it deems appropriate, without affecting the pricing or the terms and conditions of the Bid.

- E. **PRICING:** It is the Bidder's responsibility to ensure that the pricing provided in the Bid will be the pricing for the **entire** initial year of the agreement
- F. **ALTERNATE BID:** The School District shall have sole discretion in accepting or rejecting any alternate vehicle(s) Bid.
- G. **SUBSTITUTIONS:** Only those items Bid shall be delivered/picked up and accepted. In the event that an automobile is discontinued by the manufacturer, the Bidder may not substitute an equivalent automobile without first submitting specifications with any deviations to the original specifications noted. Substitute automobiles replacing a product awarded must be offered at the same price or lower than the discontinued automobile. Such pricing will remain in effect for the balance of the Bid term. A new model that directly replaces a discontinued model is not considered a substitution under this paragraph.
- H. **AWARDING:** Award will be based on the lowest total cost to provide the vehicles required in accordance with the specifications, terms and conditions contained herein. Bid prices shall be firm for the **entire** Bid period (plus any adjustments due to an increase in a CPI).
- I. **AFTER AWARD:** The Driver's Education Instructors should be the first point of contact for the Bidder for routine issues. Once the Bid is awarded, the winning dealership will be provided with a list of our Instructors and their phone numbers.

The Program Specialist, Mrs. Casandra Waller and her Administrative Secretary, Mrs. Carmen Gustafson should be copied on all correspondence. Any anticipated contract changes must be discussed with the Purchasing Agent Listed on page one (1). Any contract change must be made in writing, mutually agreed upon, and is subject to approval by the Escambia County School Board.

Casandra Waller, Specialist  
Physical Education, Health, Wellness, Driver Education  
151 East Fairfield Drive  
Pensacola, FL 32503  
850-316-3962 Fax: 850-595-0187  
[cwaller@escambia.k12.fl.us](mailto:cwaller@escambia.k12.fl.us)

Carmen Gustafson Administrative Secretary  
Physical Education, Health, Wellness, Driver Education  
151 East Fairfield Drive  
Pensacola, FL 32503  
850-316-3961 Fax: 850-595-0187  
[cgustafson@escambia.k12.fl.us](mailto:cgustafson@escambia.k12.fl.us)

- J. **INVOICES:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order or transaction number and description shown in the detail specifications. No additional trucking, freight or fuel surcharges will be either considered or paid.
- K. **DELIVERY/ Pick- Up:** All vehicles must be received and signed for by Casandra Waller the Specialist or her designee. Delivery/ pick - up appointments must be made at least twenty-four (24) hours in advance by calling 850- 316-3962 or 850-316-3961.
- L. **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. The District recognizes that certain vehicles Bid may have a longer lead time. Bidder shall indicate those vehicles which have a lead time in excess of ten (10) days. For example, "Lead time is four (4) weeks After Receipt of Order

(ARO).” Failure to meet delivery schedules may be grounds for contract termination.

**M. 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, unless otherwise preapproved by the District.

**N. 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.

**O. 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 - D 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> for additional information regarding this Statute.

**P. EX PARTE COMMUNICATION:**

1. Ex parte communication, whether verbal or written, by any potential Bidders or representative 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 (1) within the timeframe provided for clarifications and interpretations under paragraph C, Special Conditions (Section III, page 6).

#### IV. BID PREPARATION AND SUBMISSION REQUIREMENTS

**BID DOCUMENTATION AND REQUIRED ENCLOSURES:** Submissions must be in hardcopy format; fax and/or email submissions will be considered “non-responsive”.

**Failure to return the following forms MAY result in your Bid not being accepted:**

1. The **ENTIRE** ITB document (pages 1-17) **MUST** be returned when Bidding.
2. **Invitation to Bid (ITB) & Bidder’s Acknowledgement:** This form located on page 1 of the Bid document, must be complete with an **ORIGINAL** signature and returned with the Bid.
3. **Specifications and Pricing:** This form located on page eleven (11) of the Bid document, must be complete and returned with the Bid.
4. **Drug Free Workplace:** This form, **Attachment - A** of the Bid document, while not required, will be a determining factor in 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 - B** of the Bid document, must be returned with the Bid completed with an **ORIGINAL** signature.
6. **State of Florida Vendor Certification Regarding Scrutinized Companies Lists:** This form, **Attachment - C** of the Bid document, must be returned with the Bid completed with an **ORIGINAL** signature.
7. **Bidder’s Statement of Principal Place of Business:** This form, **Attachment - D** of the Bid document, must be completed and submitted with the response to this solicitation. **TWO (2) SIGNATURES are required on this form: Proposer (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.
8. **Escambia County School District Public Records Addendum:** This form, **Attachment - E** of the Bid document, must be returned with the Bid completed with an **ORIGINAL** signature.
9. **Escambia School District Risk Management Addendum:** This form, **Attachment - F** of the Bid document, must be returned with the Bid completed with an **ORIGINAL** signature.
10. Provide additional information that includes an outline of the routine maintenance and any valued services.

**Balance of page intentionally left blank**





## 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 regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

**(Please read instructions below before completing Certification)**

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

---

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

---

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

---

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
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 which 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 form 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in 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 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.

## State of Florida Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

**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 barad mission: \_\_\_\_\_

Proposer's Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**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 SCHOOLBOARD.

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)**

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

**A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

**B. REQUIRED INSURANCE:**

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:  
Signer:

Initials of each  
Signer:



**Kevin T. Windham, CFE, CSRM,**  
**Director-Risk Management**  
**Escambia School District**  
**75 North Pace Boulevard**  
**Pensacola, FL 32505**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_