



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

**REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT**

POSTING DATE:  
**July 23, 2020**

PURCHASING CONTACT & TELEPHONE:  
**Travis Thrash; 850.469.6207**  
[tthrash@escambia.k12.fl.us](mailto:tthrash@escambia.k12.fl.us)

RFP TITLE:  
**Dispensing System for Foaming Hand Soap and Sanitizer**

RFP NUMBER:  
**#202003**

RFP OPENING DATE & TIME:

**August 17, 2020 2:30 PM, CENTRAL TIME**

**NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.**

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 Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE, BY AN AUTHORIZED AGENT OF THE RESPONDER, IS REQUIRED ON THIS FORM.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: )

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_ BIDNET\_\_\_ DEMAND STAR\_\_\_ PRIME VENDOR\_\_\_ OTHER\_\_\_ (PLEASE SPECIFY\_\_\_\_\_)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL 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 RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County is soliciting sealed written proposals to establish an Agreement to provide foaming hand soap and sanitizer, as well as related dispensing systems, for buildings throughout the entire District. The initial installation of all dispensers shall be completed within ninety (90) days of contract award. Subsequent purchases of foaming hand soap and/or sanitizer shall be on an “as needed” basis. Upon mutual written agreement and approval of the School Board of Escambia County, Florida, an Agreement will be issued in one (1) year increments for up to a total of five (5) years subject to the availability of lawfully appropriated funds. The initial term of the Agreement(s) shall be October 1, 2020 through September 30, 2021. All pricing proposed herein shall be firm throughout the first year of the Agreement.

CALENDAR OF EVENTS	
RFP Posting Date	Thursday, July 23, 2020
Deadline for Questions (See Page 5, Section II. V and Page 9, Section III. X)	Wednesday, July 29, 2020 at 4:00 p.m., CST
Answers to Questions and Any Addendums Posted By (See Page 9, Section III. X)	Monday, August 3, 2020 at 4:00 p.m., CST
RFP Opening and Sample Due Date (See Page 1 and Page 12, Section IV. C)	Monday, August 17, 2020 at 2:30 p.m., CST
RFP Evaluation	Monday, August 24, 2020 at 1:30 p.m., CST
School Board Approval Date	Tuesday, September 15, 2020
Agreement Start Date	Thursday, October 1, 2020

## II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "Contractor", or "Vendor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties", when used collectively, will apply to both the District and the Responder.

- A. GENERAL:** Upon an RFP award, the terms and conditions of this RFP 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 RFP, 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. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All Proposals 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 Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, 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 Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder'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 Responder'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 Responder 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 RFP. 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 Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP 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 Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder 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 RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder 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 Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder 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 Responder or held by the Responder 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 Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders 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. Responders 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. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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:** Responders 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 by reason of the buying, selling or using the goods supplied under this solicitation, 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 Responders 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 (5%) 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 Responder, if Responder: (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 RFP 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 Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, 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 RFP value.
- Q. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida 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 Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP 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 Responder 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 Responder'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 Responder 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 Responder.

- 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. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District. The District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and be clearly marked "Samples." All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.
- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder'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 Proposal in its entirety or in part, and to waive minor irregularities if the Proposal 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 Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, no later than **Wednesday, July 29, 2020 at 4:00 p.m., CST**. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder'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 RFP. Therefore, oral statements given before the RFP 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 Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP 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 State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation 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 Proposal.
- Y. **PROPOSAL 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 Proposal.
- 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. **CONTRACT TERM AND RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each contract year. All pricing and rates proposed herein shall be firm through the first year of the contract.

For successive years, adjustments to the rates established in Attachment A 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 April of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than June 1<sup>st</sup> of each Agreement 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%) of 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 July 1<sup>st</sup>.

- B. **DISPENSERS:** Responder shall provide and install all dispensers throughout the District as needed at no charge to the District. See Section IV. B. for dispenser specifications.
- C. **INSTALLATION & REMOVAL:** The Responder shall complete the initial installation of all dispensers as requested within ninety (90) days of Agreement award. Installation shall be scheduled and coordinated with the District Custodial Department, and Responder shall update the Custodial Department weekly regarding the progress of installation. In the event that is necessary to terminate this contract, the Responder agrees that the schedule for the removal of non-District owned dispensers from District property will be determined and coordinated with the District Custodial Department. The Responder will provide certification that all dispensers comply with any and all requirements of the Americans with Disabilities Act. The Responder is responsible for ensuring all dispensers are in correct operational condition at all times. The Responder shall remove defective dispensers and install replacements at no cost to the District. Dispensers will also be installed in new construction buildings/portables and in new locations inside of existing structures as needed at no cost to the District. Dispensers shall not be installed on or removed from District property without written approval from the Custodial Services Manager.

In the event that Responder does not complete installation of its dispensers as requested within ninety (90) days of Agreement award and the District must fill old dispensers with compatible hand soap, Responder shall compensate the District for the difference in cost per unit between Responder's proposed pricing and any higher cost which the District incurs to purchase hand soap compatible with the old dispensers.

- D. DISPENSER REPLACEMENT STOCK:** The Responder shall maintain a stock of twenty-four (24) units of each type of dispenser for replacement of non-operating units at the District Central Warehouse. **These stock units will be replaced on an exchange basis at no cost to the District.** Responder shall provide on-hand dispenser inventory list.
- E. OWNERSHIP OF DISPENSERS:** The dispensers shall remain the property of the Responder and shall be returned to the Responder at the end of the contract if the District does not renew for additional terms.
- F. SAFETY:** The Responder and its employees are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Responder shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- G. DELIVERY REQUIREMENTS:** The Responder shall deliver all items which may be requested during the contract term in accordance with the terms and conditions of this proposal. In the event that the awarded Responder cannot provide any item for any reason, it will be the Responder's responsibility to temporarily supply another item of equivalent quality at contract prices as an emergency measure, subject to prior approval by the Custodial Services Manager and Purchasing Department. Determination of equivalency of the item shall be the sole discretion of the District, and the District's decision shall be final. Delivery shall be made within seventy-two **(72) hours** to the designated "ship to" address specified on each order. If requested by Responder, sufficient time, not to exceed thirty (30) days from the notice of award, will be allowed to acquire adequate stock after award is made.
- H. LISTED QUANTITIES:** Annual usages and other quantities listed in this RFP are estimated. Actual needs and purchases may vary. The District will not incur any penalties for exceeding or not attaining estimated quantities. No orders shall be shipped without a purchase order or District Visa purchasing card. The District reserves the right, in its sole discretion, to increase or decrease all estimated quantities during the term of this Agreement or to delete any item or items as it deems appropriate, without affecting the pricing, terms, or conditions of the Agreement.
- I. PRODUCT SUBSTITUTION:** Unless approved by the Custodial Services Manager, no product substitutions will be permitted. All unauthorized products will be returned at no expense to the District. The Responder will be required to deliver items meeting specifications or be held in default in accordance with Section II, Paragraph P on Page 4 of this Agreement. If a product/dispenser change is required due to a mandated health-related situation or becomes discontinued, the Responder shall provide the new product/dispensers to the District at no cost. Any price adjustments must be submitted in writing with supporting documentation from the manufacturer.
- J. PRODUCT LABELS:** Labels shall be affixed to products as required by any or all State and Federal Statutes or regulations.
- K. DEBRIS REMOVAL:** The Responder shall be responsible for the prompt removal of all debris resulting from delivery, assembly, removal, or installation.
- L. LOCAL OFFICE:** The Responder shall maintain a staffed office within one hundred (100) miles of Escambia County, Florida.
- M. THIRD PARTY AGREEMENT:** The Responder shall extend the awarded Proposal pricing to vendor(s) contracted by the District to perform cleaning services. Responder is also responsible for dispenser installation, removal, and replacement services at outsourced school/department locations.
- N. LICENSE:** The successful Responder must be properly licensed, bonded, and registered to conduct business in the State of Florida.
- O. BACKGROUND SCREENING REQUIREMENTS:** The Successful Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the

Responder and all of its employees who provide services under this Agreement 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 Responder providing any services on District property while students are present. Responder 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 Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder 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 Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Responder agrees to indemnify and hold harmless the District and its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- P. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes, payroll and other taxes, and Workers' Compensation.

- Q. CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

- R. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

- S. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- T. EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

- U. EX PARTE COMMUNICATION:**

1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.

2. Ex parte communication whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.

**V. COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**W. INVOICING AND PAYMENTS:** Upon authorized delivery of goods, a detailed invoice must be submitted to the District's Central Warehouse, Attention: Warehouse Manager, 51 East Texar Drive, Pensacola, Florida 32503. Invoices may be emailed with the expressed consent of the Central Warehouse. The awarded Responder shall invoice in accordance with the District's purchase order, and must reference the purchase order number on all invoices. Invoices will **not** be approved for payment unless they conform to the requirements of this section and the goods have been inspected and accepted by the designee of the Central Warehouse.

**X. COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended Responders send any questions they may have regarding this solicitation to the designated Purchasing Agent below using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this RFP is **Wednesday, July 29, 2020 at 4:00 p.m., CST.**

All changes in the specifications contained within this RFP will be made by Addendum. All Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>. It is the sole responsibility of each Responder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage by **Monday, August 3, 2020 at 4:00 p.m., CST.**

In order for the Escambia County School District (the District) to ensure fair and equal treatment of all participating Responders, the below named individual is the District's only designated representative for this RFP. Responders shall contact this representative for all information regarding this RFP. **Responders who contact any other District employee, staff, or Board members regarding this RFP are subject to disqualification from participating in this solicitation.**

Travis Thrash, Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd.  
Pensacola, FL 32505  
Phone: 850-469-6207  
Email: [tthrash@ecsdfl.us](mailto:tthrash@ecsdfl.us)

**Y. FORCE MAJEURE:** A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement, except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the

event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the District. The District will not hold the Responder in default of this Agreement if the Responder's non-performance is directly caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

- Z. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation. Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.

**AA. MISCELLANEOUS:**

1. The District will not be liable for any cost incurred in the preparation of Proposals.
2. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The Proposer shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
5. The District reserves the right to reject any and all Proposals, and the right, in its sole discretion, to accept the Proposal it considers most favorable to the District's interests. The District further reserves the right to reject all Proposals and to seek new Proposals when such a procedure is reasonable and in the best interest of the District.
6. The District reserves the right to waive any of the conditions or criteria set forth in this RFP.
7. The contract cannot be assigned to a subcontractor without the prior written approval of the District.
8. The District reserves the right to purchase unlimited quantities of products under this Agreement.

**IV. SPECIFICATIONS AND SCOPE OF WORK OR SERVICES**

Responder shall supply all labor, materials, equipment, and other supplies necessary to deliver and install foaming hand soap/sanitizer dispensers at facilities throughout the District and to provide and deliver foaming hand soap/sanitizer on an "as-needed" basis to the District's Central Warehouse per the following specifications. Awarded Responder shall coordinate all installations with the District's Custodial Department or designee and shall coordinate delivery of all foaming hand soap/sanitizer with the District's

Central Warehouse or designee. The awarded Responder's employees installing dispensers on District property must be badged by the Escambia County School District or through the State of Florida.

**A. PRODUCT SPECIFICATIONS**

**1. FOAMING HAND SOAP:**

Estimated Annual Usage: 8,075 Liters\*

Approved Brand and Item Name: Betco Clario Green Earth Foaming Skin Cleanser, 1000 mL bag, Six (6) per Case

Approved Item #: 78129-00

- Contains no harsh irritants
- Green Seal (GS-41) certified

**Properties:**

Color:	Green
Freeze/Thaw Stability:	3 cycles
Fragrance:	Natural Garden
Foaming:	Excellent
Emollients/Conditioners:	Propylene Glycol
Shelf Life:	1 year
Viscosity:	Thin
pH:	6.5 – 8.5
Certifications:	Green Seal GS-41

**2. HAND SANITIZER:**

Estimated Annual Purchase: 8,000 Liters\*

Approved Brand and Item Name: Betco Clario Advanced Alcohol Foaming Sanitizer, 1000 mL bag, Six (6) per Case

Approved Item #: 79529-00

**Properties:**

Active Ingredient:	70% Ethyl Alcohol
Color:	Light Blue
Fragrance:	Citrus
Emollients/Conditioners:	Propylene Glycol
pH:	6.5 – 8.5
Shelf Life:	1 year
Activations per Bag:	1,667
Amount Dispensed per Activation:	.6 mL

\*Quantities are subject to change. See Section III. H for further details.

**B. DISPENSER SPECIFICATIONS:** All dispensers must be free of multiple moving parts, easy to load, and tamper resistant. Dispensers must be ADA compliant and feature a locking mechanism to prevent theft of product. All dispensers must have a life time guarantee. All dispensers must maximize hygiene and control contamination of product. All dispensers must have the technology to provide controlled usage and cost savings. All dispensers must also have a translucent-type cover to allow service staff

to see “at a glance” the fill level of contents. Dispensers must be capable of dispensing both foaming hand soap and gel hand sanitizer.

Approximate Quantity of Dispensers Throughout the District: 25,000\*

Approved Brand and Item Name: Betco Clario Foaming Skin Care Dispenser

Approved Item #: 91822-00

- Wall Mounted
- Color: Black
- Uses Quick Connect Technology

**Properties:**

- Productivity: Accepts 1000 ml capacity with 0.6ml dispensed. Typical dose per user is one push. Results in more than 1,660 user-washes per bag of foaming skin cleanser.
- System Components: Dispenser, mounting tape, mounting screws, mounting anchors, removable key, permanent key and instructions.
- Construction: Durable molded plastic
- Capacity: 1000 ml sanitary factory sealed bags for no product contamination
- Evacuation: 98% no waste evacuation
- Locking Feature: Can be locked for increased product protection
- Packaging: System components are packaged in a single carton (skin care cleansers sold separately) 12 per case

\*Quantities are subject to change. See Section III. H for further details.

**C. SUBMISSION OF ALTERNATE PRODUCT SAMPLES:**

If submitting an alternate sample for evaluation, Responder shall submit one (1) dispenser, one (1) case of foaming hand soap cleanser, and one (1) case of foaming hand sanitizer with product literature for alternate brand(s) in accordance with RFP specifications by **Monday, August 17, 2020 at 2:30 PM, Central Time. Samples must be shipped to: Escambia County School District, Purchasing Department, 75 North Pace Boulevard, Pensacola, FL 32505, Attn: Travis Thrash.** See Sections II. T and III. I, above, for further information regarding samples.

**V. QUESTIONNAIRE AND RESPONSE**

Responder shall provide the information requested in this section by completing Attachment B – Response Questionnaire and submitting it in the manner prescribed in section VIII.B (below).

**A. COMPANY BACKGROUND AND EXPERIENCE (MAXIMUM – 15 POINTS):**

1. Provide a brief company biography, limited to two (2) pages, including: general information on the company, the location of Corporate headquarters and number of branch offices, the location of the office from which the work for the District would be performed.
2. State the number of years in which the Responder has engaged in the sale of foaming hand soap and related dispensers.
3. Provide Responder’s on-hand inventory of dispensers proposed for use under this Agreement.
4. State whether a subcontractor(s) will be used to complete the initial or any subsequent installation of dispensers for the District. If so, provide a list of these subcontractors.
5. Provide a copy of Responder’s active State of Florida Business license. The license must be current. Pending licenses will not be accepted.

**B. REFERENCES (MAXIMUM – 25 POINTS):**

Provide a list of references for whom you have provided services similar to those outlined in this RFP. Past performance with the District may also be considered in this section, but the District should not be used as a reference. References must be from at least three (3) different entities. The reference list shall include: the client's name and address, contact name, phone number, email address, type of products provided to the reference, and the length of time that your company has held a contract for services with the reference. By providing the reference information, you are authorizing the District to contact the reference to ask questions and obtain information relative to your performance with said reference. Responder should notify the references named in this section that they may be contacted by the District.

**VI. PRICE PROPOSAL (MAXIMUM – 60 POINTS)**

In a separate sealed envelope, provide your completed Attachment A - Price Proposal for the services described in Section IV – Specifications and Scope of Work or Services. No pricing will be given consideration until all proposals are evaluated based on qualification items in Section V.A. through V.B.

**VII. EVALUATION CRITERIA**

Points will be awarded based on the responses in each proposal received. The number of points in parenthesis is the total potential points for award. Points awarded by each member of the evaluation committee shall be averaged to determine the total quantity of points awarded in each of the below categories.

**A. QUESTIONNAIRE AND RESPONSE (40 POINTS):**

1. Responses to each paragraph in Section V. A. shall be awarded a maximum of three (3) points. A possible total of fifteen (15) points will be available for this section.
2. The evaluation committee will determine a suitable score for Section V. B. based on a combination of past performance with the District and the responses provided by the Responder's references. A possible total of twenty-five (25) points will be available for this section.

**B. PRICE PROPOSAL (60 POINTS):** The maximum total points will be awarded to the Responder with the most responsive and competitive Price Proposal. All other Responders will be awarded less than the total maximum points based on their comparison to the most responsive and competitive Price Proposal.

Lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder; however, the evaluation committee shall be solely responsible for determining the weight such information will be assigned, if any. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. The Agreement will be awarded to the Responder deemed to be, overall, the most responsive and capable to meet and perform according to the RFP specifications and scope of work.

**VIII. PREPARATION AND SUBMISSION REQUIREMENTS**

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

**A. QUESTIONS:**

Questions shall be submitted in writing. Due to time constraints, it is recommended that Responders send questions using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. All communication shall be addressed per Page 9, Section III. X. The deadline for submitting questions concerning this RFP is **Wednesday, July 29, 2020 at 4:00 PM, CST**. All changes in the specifications contained within this RFP will be made by

Addendum. All Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at:

<http://ecsd-fl.schoolloop.com/purchasing/bids>

It is the sole responsibility of each Responder to visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted by **Monday, August 3, 2020 at 4:00 PM, CST.**

- B. SUBMISSION REQUIREMENTS:** All documents listed below must be returned in their entirety. **Failure to return all pages of the entire document or any of the items listed below may result in your Proposal not being accepted.** Once accepted, all originals and any copies of Proposals become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. Modifications or alterations to this RFP document are prohibited and will result in the rejection of your Proposal.
1. **The entire RFP document (Pages 1 - 27) must be returned when offering.** The signature on the first page must be an original signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Proposal.
  2. **Return your original Proposal and three (3) copies.** The copy must be a photocopy of your original Proposal and there shall be no difference in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your Proposal to be rejected. **Please mark copy "COPY". RFP documents may be printed double-sided with left margin, book-style binding.** Your original Proposal and your three copies, excluding your Price Proposal, must be submitted in a sealed envelope which must be clearly labeled **"RFP #202003 – DISPENSING SYSTEM FOR FOAMING HAND SOAP AND SANITIZER"** on the outside of the package.
  3. Copy of Responder's current business license.
  4. **Price Proposal:** This form must be completed **in its entirety** and signed in the space provided. Original Price Proposals and three (3) photocopies must be provided in a **separate, sealed envelope** which must be clearly labeled **"PRICE PROPOSAL; RFP #202003 – DISPENSING SYSTEM FOR FOAMING HAND SOAP AND SANITIZER."** Please ensure that your company's name is notated where indicated on each page of your Price Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment A.
  5. **Response to Questionnaire:** The following items must be completed per Attachment B and included with Responder's Proposal. Responder's company name should be listed on each page of Attachment B and any additional attachments, and the form must be signed in the space provided. Failure to return this form and all of the requested items will result in your Proposal not being accepted.
    - i. **Company Background and Experience:** This item must be completed per Section V.A. (See Page 12).
    - ii. **References:** This item must be completed per Section V.B. (See Pages 12 - 13).
  6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment C.
  7. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder's Proposal. Refer to Attachment D. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any

work.

8. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder's Proposal. Refer to Attachment E.
9. **Drug Free Workplace:** This form while not required, will be a determining factor in award between two Proposals equal in price, quality, and service. If submitting, this form must be signed and returned with the Responder's Proposal. Refer to Attachment F.
10. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment G.
11. **Responder's Statement of Principal Place of Business:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment H.

A Submission Checklist has been provided in Attachment I (Page 27) to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. **All Proposals, pricing, and samples must be received no later than Monday, August 17, 2020 at 2:30 PM, CST.** When utilizing the US Mail service or other delivery methods, it is recommended that the Responder use a method of delivery that can be tracked (certified mail, overnight courier, etc.). The Responder is responsible for the timely delivery of the full Proposal to the following address:

Escambia County School District  
Purchasing Department  
Attention: Travis Thrash, RFP #200903  
75 N. Pace Blvd.  
Pensacola, FL 32505

Any Proposal received after the stated time and date or delivered to any other location **will not** be considered but will be retained by the District.

## **IX. EVALUATION AND AWARD**

### **A. PROPOSAL EVALUATION PROCESS:**

1. Proposals are received and publicly opened. Only names of Proposers are read at this time.
2. An Evaluation Committee will convene, review, and evaluate all Proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.
3. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written Proposal received. The District will not be liable for any costs incurred by the Proposer in connection with such interviews (i.e., travel, accommodations, etc.).
4. All Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the Proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial Proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.
5. Proposers are advised to provide their best offer with the initial Proposal because the District reserves the right to award a Contract based on initial Proposals without further discussion or negotiation.
6. The Proposal most advantageous to the District in its sole discretion will be selected. The

District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable Proposal. In the event that a mutually acceptable contract between the District and the selected Proposer(s) cannot be successfully negotiated and executed, the District reserves the right to discontinue negotiations with such Proposer(s) and to negotiate and execute a Contract with the next-ranked Proposer(s).

7. The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.
8. The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

**C. DISTRICT'S RIGHTS AND RESERVATIONS:**

1. The District reserves the right to accept or reject any or all Proposals.
2. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all Proposals.
3. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
4. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.
5. The District reserves the right to: (1) accept the Proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
6. The District reserves the right to further negotiate any Proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

**X. DISPUTE**

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP, or contract may file a protest in accordance with the rules set forth herein.

- A. The District reserves the right to reject all Proposals submitted and re-solicit at any time during the solicitation process.
- B. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- C. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the

contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).

1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
  2. Failure to file the Notice of Protest, formal written protest, and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Office.
- D.** Communications shall continue between the Protester and the Purchasing and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The Parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- E.** The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.
1. The Parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the Parties. All Parties have the right to present oral argument and to cross-examine opposing witnesses. All Parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
  2. The ALJ shall render his findings of fact and ruling of law. Each Party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.
  3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.

If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each Party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges, the Protest Bond will be returned to the Protester.

RESPONDER'S COMPANY NAME: \_\_\_\_\_

**ATTACHMENT A  
Price Proposal**

Responder shall complete this section by filling in the following table, as applicable, per the product and dispenser specifications listed in Section IV. Dispensers shall be provided and installed at no cost to the District per Sections III. B through III. E. Responder may submit samples for brands and items other than the listed approved brands and items per Sections II. T, III. I, and IV. C.

Item #	Product	Proposed Product's Manufacturer's Name and Item Number	Price Per Unit	Case Quantity	Price Per Case
1	<b>Foaming Hand Soap</b>  <b>Approved Brand and Item:</b> Betco Clario Green Earth Foaming Skin Cleanser, 1000 mL bag, Six (6) per Case, Item #78129-00				
2	<b>Hand Sanitizer</b>  <b>Approved Brand and Item:</b> Betco Clario Advanced Alcohol Foaming Sanitizer, 1000 mL bag, Six (6) per Case				
3	<b>Dispenser</b>  <b>Approved Brand and Item:</b> Betco Clario Foaming Skin Care Dispenser, Black, Item #91822-00		<b>TO BE PROVIDED AND INSTALLED AS NEEDED AT NO COST TO THE DISTRICT</b>		
Estimated Dispenser Installation Start Date: _____					

**RESPONDER'S AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

RESPONDER'S COMPANY NAME: \_\_\_\_\_

**ATTACHMENT B**  
**Response Questionnaire**

**I. COMPANY BACKGROUND AND EXPERIENCE:** Refer to Section V. A.

- 1. **Company Biography:** Provide on separate page(s).
- 2. **Years of Experience:** \_\_\_\_\_
- 3. **On-Hand Inventory of Dispensers:** \_\_\_\_\_
- 4. **Will subcontractors be used for installation of dispensers? Yes: \_\_\_\_\_ or No: \_\_\_\_\_**  
If yes, provide a list of subcontractors on a separate page.
- 5. **Copy of Current State of Florida Business License:** Provide on separate page.

**II. REFERENCES:** Refer to Section V. B.

**1. Reference #1**

- a. **Company Name:** \_\_\_\_\_
- b. **Address:** \_\_\_\_\_
- c. **Contact Name:** \_\_\_\_\_
- d. **Phone Number:** \_\_\_\_\_
- e. **Email Address:** \_\_\_\_\_
- f. **Type of Products Provided:** \_\_\_\_\_
- g. **Length of Contract:** \_\_\_\_\_

**2. Reference #2**

- a. **Company Name:** \_\_\_\_\_
- b. **Address:** \_\_\_\_\_
- c. **Contact Name:** \_\_\_\_\_
- d. **Phone Number:** \_\_\_\_\_
- e. **Email Address:** \_\_\_\_\_
- f. **Type of Products Provided:** \_\_\_\_\_
- g. **Length of Contract:** \_\_\_\_\_

**3. Reference #3**

- a. **Company Name:** \_\_\_\_\_
- b. **Address:** \_\_\_\_\_

**RESPONDER'S COMPANY NAME:** \_\_\_\_\_

c. **Contact Name:** \_\_\_\_\_

d. **Phone Number:** \_\_\_\_\_

e. **Email Address:** \_\_\_\_\_

f. **Type of Products Provided:** \_\_\_\_\_

g. **Length of Contract:** \_\_\_\_\_

**RESPONDER'S AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**ATTACHMENT C**

**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.

**ATTACHMENT D**  
**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:

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

**ATTACHMENT E**

**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

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

## ATTACHMENT F DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals 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 contract 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 contract, 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 \_\_\_\_\_

**ATTACHMENT G**  
**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: _____

**ATTACHMENT H**

**RESPONDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

*(To be completed by each Responder)*

Name of Responder: \_\_\_\_\_

Identify the state in which the Responder has its principal place of business: \_\_\_\_\_

Identify the political subdivision (outside of Florida) in which Responder has its principal place of business: \_\_\_\_\_

**Proceed as follows: 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 RESPONDER'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out-of-State Responder)*

**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 Responder'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 Responder'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 Responder'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 Responder'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 Responder's Attorney: \_\_\_\_\_

Printed Name of Out-of-State Responder's Attorney: \_\_\_\_\_

Address of Out-of-State Responder's Attorney: \_\_\_\_\_

Telephone Number of Out-of-State Responder's Attorney: \_\_\_\_\_

Email Address of Out-of-State Responder's Attorney: \_\_\_\_\_

Responder's Attorney's States of Bar Admission: \_\_\_\_\_

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

## **Attachment I Submission Checklist**

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section VIII. B. on Pages 14 – 15.

### **ENVELOPE 1**

- \_\_\_\_\_ Complete Proposal (Refer to Section VIII. B. on Pages 14 - 15) – **One (1), Manually-Signed Original and Three (3) Copies**
  - \_\_\_\_\_ Request for Proposal (RFP) & Proposal Acknowledgement Form (Page 1)
  - \_\_\_\_\_ Company Background and Experience (Refer to Section V. A. on Page 12)
    - \_\_\_\_\_ 1. Company Biography
    - \_\_\_\_\_ 2. Years of Experience on **Attachment B**
    - \_\_\_\_\_ 3. On-Hand Inventory of Dispensers on **Attachment B**
    - \_\_\_\_\_ 4. Subcontractor Statement on **Attachment B**
      - \_\_\_\_\_ List of Subcontractors if Needed (Separate Page)
    - \_\_\_\_\_ 5. State of Florida Business License (Separate Page)
  - \_\_\_\_\_ Information for Three (3) References on **Attachment B** (Refer to Section V. B. on Pages 12 - 13)
  - \_\_\_\_\_ Attachment C - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 21)
  - \_\_\_\_\_ Attachment D - Escambia School District Public Records Addendum (Page 22)
  - \_\_\_\_\_ Attachment E - Escambia School District Risk Management Addendum (Page 23)
    - \_\_\_\_\_ Proof of Required Insurance (Certificate of Insurance)
  - \_\_\_\_\_ Attachment F - Drug Free Workplace (Page 24)
  - \_\_\_\_\_ Attachment G - Vendor Certification Regarding Scrutinized Companies Lists (Page 25)
  - \_\_\_\_\_ Attachment H - Responder's Statement of Principal Place of Business (Page 26)

### **ENVELOPE 2**

- \_\_\_\_\_ Attachment A - Price Proposal (Refer to Section VI. on Page 12) Completed in its **ENTIRETY** – **One (1), Manually-Signed Original and Three (3) Copies**

### **SAMPLES**

- \_\_\_\_\_ Samples Submitted for Any Alternate Products (Refer to Section II. T on Page 5 and Section IV. C on Page 12)