



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT

POSTING DATE:

January 16, 2024

PROCUREMENT SPECIALIST & TELEPHONE:

Kayla Thompson-May 850.469.6204

kthompsonmay@ecsdfl.us

BID TITLE:

Custodial Supplies

BID NUMBER:

240603

BID OPENING DATE & TIME:

February 6, 2024 2:00 PM, CST

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

The School District of Escambia County, Florida ("School District"), 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 by this reference 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 Procurement Department at 75 North Pace Boulevard, Pensacola, Florida 32505, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed Bids must reference the "Bid Title," "Bid Number" and the "Bid Opening Date & Time." The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. **If submitting electronically, Bidders shall submit their response on BidNetDirect.com/florida.** Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.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 BEING SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

(EXT:)

FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE____BIDNET____DEMAND STAR____PRIME VENDOR____
OTHER____(PLEASE SPECIFY____) MINORITY____WOMEN-OWNED____SERVICE-DISABLED VETERAN____

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

AUTHORIZED SIGNATURE:

TYPED OR

PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this Bid is to establish a multi-year Agreement for the purchase of various custodial supplies 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. The initial term of the Agreement shall be March 20, 2024 through December 31, 2024. All pricing proposed herein shall be firm throughout the first year of the Agreement.

Samples for alternate brands shall be sent to: ECSD, Procurement Dept., 75 North Pace Blvd., Pensacola, FL 32505, and must be received by 2:00 p.m. on Tuesday, February 6, 2024. Refer to Section II, Paragraph T and Section III, Paragraph J. No samples will be accepted for evaluation after the Tuesday, February 6, 2024 deadline.

CALENDAR OF EVENTS	
Bid Posting Date	Tuesday, January 16, 2024
Deadline for Questions (See Page 5, Section II. V and Pages 7 - 8, Section III. K)	Tuesday, January 23, 2024 at 4:00 p.m., CST
Answers to Questions and Any Addendums Posted By (See Page 5, Section II. V and Pages 7 - 8, Section III. K)	Thursday, January 25, 2024 at 5:00 p.m., CST
Bid Opening & Sample Deadline (See Page 1 & Page 7, Section III. J)	Tuesday, February 6, 2024 at 2:00 p.m., CST
Bid Evaluation	Friday, February 9, 2024 at 1:30 p.m., CST
Agreement Start Date	Wednesday, March 20, 2024

II. GENERAL TERMS AND CONDITIONS

NOTE: The terms "Bidder," "Vendor," "Respondent," "Contractor," and "Independent Contractor" as used within this Invitation To Bid (ITB) refer 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 School 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 tax 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 freight collect charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Procurement.
- G. PACKING:** All shipments will include an itemized list of each package's contents, and reference the respective School District-issued 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. 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 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 copyright by reason of the buying, selling or using the goods supplied under this Bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any Bid award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The School 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 School District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the School District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the School District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Procurement Department of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for

notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any Bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this Bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance; (4) Other factors as specified in Section III - Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Bid in its entirety or in part, and to waive minor irregularities if the Bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Procurement Specialist referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist in writing by **Tuesday, January 23, 2024 at 4:00 p.m., CST**. 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 addendums 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. Addendums will be posted to the School District's Procurement Department website address at <https://escambiaschools.org/Page/1048> by **Thursday, January 25, 2024 at 4:00 p.m., CST**. The Bidder shall acknowledge receipt of all addendums by signing and enclosing said addendums with their Bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for seventy-two (72) hours in the Procurement Office and are also posted to the School District's Procurement Department website address at <https://escambiaschools.org/Page/1048>. 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 ITB **must be directed to the designated Procurement Specialist noted on page 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 Procurement Office. Any such contact shall be cause for rejection of your Bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

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

- A. **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 pricing established in Section IV - 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 July of each year. Any requests for adjustments must be submitted in writing to the Procurement Department no later than October 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 Procurement Department will provide notification of allowable increases, if applicable, by November 1st.

- B. BACKGROUND SCREENING REQUIREMENTS:** Bidder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Bidder and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school/department in advance of the Bidder providing any services on campus while students are present. The Bidder 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 Bidder and its employees. The Bidder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District website: <https://escambiaschools.org>. Bidder will provide the school/department a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Bidder 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 Bidder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Bidder 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 Bidder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes. ****For Direct Shipments To The Central Warehouse, Background Screening Requirements Do Not Apply.****

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

As an Independent Contractor, the Bidder 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.

- D. EXAMINATION OF RECORDS:** The Bidder agrees that the School 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 Bidder 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.
- E. COVENANT AGAINST CONTINGENT FEES:** The Bidder 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 School 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.
- F. 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 School District or the Bidder) 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 Bidder from executing its responsibilities under this Agreement, the Bidder must immediately notify the School District. The School District will not hold the Bidder in default of this Agreement if the Bidder'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 Bidder from its obligations under this Agreement.

- G. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the School 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 exist 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 (Attachment E). 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 School 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 School 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 School 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.
- H. INVOICING AND PAYMENTS:** All invoices shall reference the appropriate purchase order number and the seven (7) digit School District Identification Number shown in Section IV - Pricing. Upon delivery of goods to the School District's Central Warehouse, Bidder must send a detailed invoice to the School District's Accounts Payable Department, Attention: Accounts Payable, 75 North Pace Boulevard, Pensacola, FL 32505. Invoices will **not** be approved for payment until the goods have been inspected and accepted by a designee of the Central Warehouse.
- I. SHIPMENTS:** All shipments of fifty (50) case lots or more shall be palletized on **48" X 40"** pallets. Slip sheeting is an acceptable alternative. All packing lists and other relevant documentation shall reference the appropriate purchase order number and the seven (7) digit School District Identification Number shown in Section IV - Pricing.
- J. ALTERNATE PRODUCTS:** The School District pre-approves products prior to issuing solicitations. Offering any product not listed as approved in this document is an alternate Bid. Bidders may bid an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the School District in the time and manner stated within this document. The School District shall have sole discretion in accepting or rejecting a Bidder's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/or more expensive items, Bidders may send detailed specifications including, but not limited to, photos, drawings, and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Procurement Specialist listed on Page 1 of this ITB.

If Bidder submits a brand or product other than those which are specified as approved brands in Section IV - Pricing, or if no brand/number is specified, a sample must be submitted with the Bid. Samples shall be sent to: ECSD, Procurement Dept., 75 North Pace Blvd., Pensacola, FL 32505. Samples must be received by **Tuesday, February 6, 2024 at 2:00 p.m. CST.**

All samples must be properly labeled with the manufacturer's label, the Bid item number, and the name of Bidder submitting the sample. Material Safety Data Sheets are required for chemical products.

- K. COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that Bidders send any questions they may have regarding this solicitation to the designated Procurement Specialist below using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this ITB is **Tuesday, January 23, 2024 at 4:00 p.m., CST.**

All changes in the specifications contained within this ITB will be made by Addendum. All Addendums concerning this ITB will be posted to the Procurement Department's website located at <https://escambiaschools.org/Page/1048>. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each Bidder to contact the Procurement Specialist responsible for this solicitation or visit the Procurement Department's web pages to determine if an Addendum has been issued in order to obtain said Addendum. Any applicable Addendum and answers to any questions received concerning this solicitation will be posted to the Procurement Department's Current Bid Activity webpage by **Thursday, January 25, 2024 at 5:00 p.m., CST.**

In order for the Escambia County School District (the School District) to ensure fair and equal treatment of all participating Bidders, the below named individual is the School District's only designated representative for

this ITB. Bidders shall contact this representative for all information regarding this ITB. **Bidders who contact any other School District employee, staff, or Board members regarding this ITB are subject to disqualification from participating in this solicitation.**

Kayla Thompson-May, Senior Procurement Specialist
Procurement Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: kthompsonmay@ecsdfl.us

L. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Bidders or representatives of any potential Bidders to this solicitation with School 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 School District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
3. **Any current contractor meetings with School District staff and administration, or instructional personnel at no time include any conversation regarding the Bid.**
4. **Questions regarding the Bid must be directed to the Procurement Specialist listed on Page 1 within the timeframe provided for clarifications and interpretations under letter V, General Terms and Conditions (Section II, Page 5).**

M. COVENANT AGAINST CONTINGENT FEES: The Bidder 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 School 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.

N. BID QUANTITIES: Quantities indicated on this Bid are estimates based on prior year usage. Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuance will be made on an "as needed" basis. The School 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 Bid pricing or the terms and conditions of the Bid.

O. PRODUCT SUBSTITUTION: The awarded Bidder(s) shall not deliver any alternate products and/or brands without prior, written approval from the School District.

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

Q. MISCELLANEOUS:

1. The School District will not be liable for any cost incurred in the preparation of Bids.
2. The submission of a Bid shall be prima facie evidence that the Bidder 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 Bidder shall furnish the School District such additional information as the School District may reasonably require.
4. The School District will not be liable for any costs not included in the Bid and subsequent contracted-for-costs.
5. The School District reserves the right to reject any and all Bids, and the right, in its sole discretion, to accept the Bid it considers most favorable to the School District's interests. The School District further

reserves the right to reject all Bids and to seek new Bids when such a procedure is reasonable and in the best interest of the School District.

6. The School District reserves the right to waive any of the conditions or criteria set forth in this ITB.
7. The Agreement cannot be assigned to a subcontractor without the prior written approval of the School District.
8. The School District reserves the right to purchase unlimited quantities under this Agreement for any facility operated by the School District.

(Remainder of the page is left intentionally blank.)

IV. Pricing

To complete this section, Bidders must enter the brand and model number of their respective offering in the “Bidder’s Brand & Model Number” column, as well as the related pricing in the “Bidder’s Unit Price” column per the unit of measure specified in the “UOM” column. Bidder must then enter the Estimated Total Annual Price, which will be calculated by multiplying the Estimated Annual Quantity by the Bidder’s Unit Price, in the column of the same name.

Alternate product Bids WILL NOT be accepted without a sample. Refer to Section III. J. on Page 7.

<u>Item #</u>	<u>District ID #</u>	<u>Description & Approved Brands</u>	<u>UOM</u>	<u>Est. Annual Qty.</u>	<u>Bidder’s Brand & Model Number</u>	<u>Bidder’s Unit Price</u>	<u>Est. Total Annual Price</u>	<u>Bidder’s Note</u>
1.	120039	Description: Gloves, Exam, Nitrile, size Small , non-sterile, disposable, hypo-allergenic, latex free, powder free, 100/box Approved: 1) M. Phasis 2) Dynarex 2511 3) Foodhandler 103-514 4) Tradex 5) Amercare 700 series 6) Skintx TG Medical 17772601 7) Med-Price 50703 8) or acceptable equivalent	BOX	281				
2.	120042	Description: Gloves, Exam, Nitrile, size Medium , non-sterile, disposable, hypo-allergenic, latex free, powder free, 100/box Approved: 1) M. Phasis 2) Dynarex 2512 3) Foodhandler 103-515 4) Tradex 5) Amercare 700 series 6) Skintx TG Medical 17772602 7) Med-Price 50704 8) or acceptable equivalent8	BOX	1678				
3.	120043 or 205450	Description: Gloves, Exam, Nitrile, size Large , non-sterile, disposable, hypo-allergenic, latex free, powder free, 100/box Approved: 1) M. Phasis 2) Dynarex 2513 3) Foodhandler 103-516 4) Tradex 5) Amercare 700 series 6) Skintx TG Medical 17772603 7) Med-Price 50705 8) or acceptable equivalent	BOX	1707				

<u>Item #</u>	<u>District ID #</u>	<u>Description & Approved Brands</u>	<u>UOM</u>	<u>Est. Annual Qty.</u>	<u>Bidder's Brand & Model Number</u>	<u>Bidder's Unit Price</u>	<u>Est. Total Annual Price</u>	<u>Bidder's Note</u>
4.	205451	Description: Gloves, Exam, Nitrile, size X-Large, non-sterile, disposable, hypo-allergenic, latex free, powder free, 100/box Approved: 1) M. Phasis 2) Dynarex 2514 3) Foodhandler 103-518 4) Tradex 5) Amercare 700 series 6) Skintx TG Medical 17772604 7) Med-Price 50706 8) or acceptable equivalent	BOX	1334				
5.	120049	Description: Facial Tissue, 100 count, 30 box per case Approved: 1) Marcal #2930 2) IFC #4062 3) Décor G4062 4) or acceptable equivalent	CASE	648				
6.	145549	Description: Towels, Paper Roll, 2 Ply, kitchen type, 11" x 9", 85 sheets or more per roll, 30 rolls/case Approved: 1) Scott Towel #1482 2) Windsoft #1220-85 3) Cellysoft#52480 4) or acceptable equivalent	ROLL	3595				
7.		Description: Plunger, Rubber, Toilet Approved: 1) Korky Toilet Repair #783YG0 2) Grainger Item #783YGO 3) or acceptable equivalent	EACH	200				
8.		Description: Pads, Scrubbing 20" Red Approved: 1) Norton 2) or acceptable equivalent	CASE	200				
9.		Description: Pads, Buffing, 20", White Approved: 1) Norton 2) or acceptable equivalent	CASE	200				

Item #	District ID #	Description & Approved Brands	UOM	Est. Annual Qty.	Bidder's Brand & Model Number	Bidder's Unit Price	Est. Total Annual Price	Bidder's Note
10.		Description: Pads, Buffing, 14", White Approved: 1) Norton 2) or acceptable equivalent	CASE	100				
11.		Description: Pads, Scrubbing, 14", Red Approved: 1) Norton 2) or acceptable equivalent	CASE	100				
12.		Description: Urinal Screens (Deodorize Type) Approved: 1) Boardwalk #308110 w/parablock 2) or acceptable equivalent	CASE	100				
13.		Description: Urinal Mats Approved: 1) Boardwalk # 308141 2) or acceptable equivalent	CASE	50				
14.		Description: Toilet Seat Covers Approved: 1) Boardwalk # 701420 2) or acceptable equivalent	CASE	50				
15.		Description: Remover, Graffiti, Aerosol Cans Approved: 1) Betco # 01523-00 2) or acceptable equivalent	EACH	348				
16.		Description: Sign, Wet Floor Approved: 1) White #314260 2) or acceptable equivalent	EACH	50				
17.		Description: Safety Goggles, dust/splash rating D3/D4, uncoated, indirect, clear, polycarbonate Approved: 1) MCR 2) or acceptable equivalent	EACH	25				

Item #	District ID #	Description & Approved Brands	UOM	Est. Annual Qty.	Bidder's Brand & Model Number	Bidder's Unit Price	Est. Total Annual Price	Bidder's Note
18.		Description: Handle, Wet Mop, slide-on connection, aluminum 60" handle Lg, plastic tip material Approved: 1) TOUGH GUY # 1TZA1 2) or acceptable equivalent	EACH	200				
19.	304002	Description: Bulb, Fluor, Spiral, 13W Approved: 1) Sylvania 28896-0 2) or acceptable equivalent	EACH	113				
20.	305005	Description: Broom, House, Duo-Sweep, 48" medium duty, angle broom with 12" flare Approved: 1) Carlisle #3686500 2) or acceptable equivalent	EACH	328				
21.	305036	Description: Dust Pan, 12" Beveled Edge, 20 ga. Steel, Accept qty. of 12 or 24/ctn. Approved: 1) Greerpress #3912 2) Continental #715 3) or acceptable equivalent	EACH	88				
22.	305038	Description: Dust Mop Frame, 24" Approved: 1) Carlisle #4167200 2) ABCO # BH24524 3) or acceptable equivalent	EACH	100				
23.	305040	Description: Dust Mop Frame, 48" Approved: 1) Carlisle #364724800 2) ABCO # BH24548 3) or acceptable equivalent	EACH	110				
24.	305049	Description: Head, Dust Mop 5" W x, 24"L, cloth, washable & reusable Approved: 1) Rubbermaid #K153 2) or acceptable equivalent	EACH	873				

Item #	District ID #	Description & Approved Brands	UOM	Est. Annual Qty.	Bidder's Brand & Model Number	Bidder's Unit Price	Est. Total Annual Price	Bidder's Note
25.	305051	Description: Head, Dust Mop, 5"W X 48" L, Cloth Approved: 1) Rubbermaid #K157 2) or acceptable equivalent	EACH	465				
26.	305053	Description: Mop, Head Wet 24 OZ, 18" strands Approved: 1) Abco-CM-2024S 2) Merchant 24N-CCIW479303 3) or acceptable equivalent	EACH	590				
27.	305067	Description: Mop, Commode, White, 12" plastic handle Approved: 1) Carlisle 3686500 2) Tolco 280100 3) Impact 204 4) Continental #790 5) or acceptable equivalent	EACH	1157				
28.	305068	Description: Mop, 20 Oz. Cotton, W/54" Approved: 1) Abco CD-50020 2) or acceptable equivalent	EACH	453				
29.	305069	Description: Vomit Absorber (ODAB), Mint, 1 lb bag, 12 bags/cs Approved: 1) ABC#71324PA 2) FR Miller Voban 3) Snee Chemical, 4) Tolco Soakit 5) or acceptable equivalent	EACH	851				
30.	305079	Description: Rags, Cotton, White, 100% terry towel material, approx. 18" x 24", 10 lb box Approved: 1) 537-10 Terry Towel 2) WR3000W-10 Terry Towel 3) or acceptable equivalent	CASE	1303				
31.	305128	Description: Fluor, Tube, 32w FB032 U-6 Approved: 1) Sylvania 22052 2) GE 3) or acceptable equivalent	EACH	58				

<u>Item #</u>	<u>District ID #</u>	<u>Description & Approved Brands</u>	<u>UOM</u>	<u>Est. Annual Qty.</u>	<u>Bidder's Brand & Model Number</u>	<u>Bidder's Unit Price</u>	<u>Est. Total Annual Price</u>	<u>Bidder's Note</u>
32.	305143	Description: Liner, Poly, Garbage Can, 32 gal. black only, approx. 39" long x 33" wide, low density plastic, 70 mil, heavy duty to extra heavy duty, 250/cs Approved: 1) Calico #9940179 2) Fortune Plastics 40 x 46 3) or acceptable equivalent	CASE	3840				
33.	305155	Description: Dolly, Garbage Can, 3" casters Approved: 1) Rubbermaid 2) or acceptable equivalent	EACH	44				
34.	305188	Description: Wax, Floor, Hi-Tech, 5/Gal, must be a sealer finish, must be able to use on resilient tile, terrazzo, concrete, cork, linoleum, or rubber flooring. Must have nonvolatile solids "not to exceed" a minimum of 22% and a maximum total solids of 26.5%. Product must not contain any dark resins. Shelf life of at least one year. Must have PH level between 8.1 and 8.9. Must have coverage of 2,000-3,000 sq ft per gallon. Must respond to buffing and burnishing between 300 rpm and 2000+ rpm. Must meet or exceed slip resistance (ASTMD 2047-93), James Machine 0.5 Minimum Approved: 1) BETCO Hi-Tech #61005 2) or acceptable equivalent	PAIL	672				
35.	305225	Description: Receptacle, Sanitary Napkin white, plastic Approved: 1) Hospeco 250-201W 2) or acceptable equivalent	EACH	100				
36.	305310	Description: Bag, Vacuum F&G, Eureka (Sanitaire), 10 ea/pk, disposable dust bags Approved: 1) Genuine Eureka Part only #54924B 2) No Generic Substitutes	BOX	1392				

<u>Item #</u>	<u>District ID #</u>	<u>Description & Approved Brands</u>	<u>UOM</u>	<u>Est. Annual Qty.</u>	<u>Bidder's Brand & Model Number</u>	<u>Bidder's Unit Price</u>	<u>Est. Total Annual Price</u>	<u>Bidder's Note</u>
37.	305315	Description: Bag, Vacuum, Cloth, Eureka (Sanitaire) red, heavy duty, commercial grade, sealed at top with spring clip to attach bag to vacuum handle, zippered in back down the center to easily install/remove paper bag insert with latch style coupling to securely attach bag to the base of the vacuum Approved: 1) Genuine Eureka Model #SC886E, Bag # 15001-11 Only 2) No Generic Substitutes	BOX	348				
38.	315020	Description: Pad, Scrubbing, 13" Red for Nobles auto scrubber 2601 Approved: 1) Merchants 0010513 2) Norton NO-80023 3) or acceptable equivalent	BOX	50				
39.	315157	Description: Pad, High-Speed Buffer, Tan, 20" machine for ultra high-speed operation, packed 5/cs. Approved: 1) Merchants 0050120 2) Grizzly, Heavy Duty #243736301 3) Premier Nat 20" 4) Norton Beartex 54-Line Plus 5) Glit/Microtron #20364 6) or acceptable equivalent	BOX	25				
40.	315325	Description: Pad, Stripping, 13" Black for Nobles Auto Scrubber 2601, packed 5/case Approved: 1) Pyramid 0010113 2) Norton NO-80016 3) Glit/Microtron #20007 4) Premiere #4013 5) Americo #40013 6) or acceptable equivalent	CASE	44				
41.	315326	Description: Pad, Stripping, 14", Black Approved: 1) Norton 2) or acceptable equivalent	EACH	200				

<u>Item #</u>	<u>District ID #</u>	<u>Description & Approved Brands</u>	<u>UOM</u>	<u>Est. Annual Qty.</u>	<u>Bidder's Brand & Model Number</u>	<u>Bidder's Unit Price</u>	<u>Est. Total Annual Price</u>	<u>Bidder's Note</u>
42.	320011	Description: Bulb, LED 120v 3-Pk Approved: 1) GE- 75184 2) Satco 3) Sylvania 4) or acceptable equivalent	PACK	9				
43.	702960	Description: Freezer/Cooler Bulb plastic coated, 60 Watt Approved: 1) Sylvania 2) GE 3) or acceptable equivalent	EACH	20				
44.	702970	Description: Freezer/Cooler Bulb plastic coated, 40 Watt Approved: 1) Sylvania 2) GE 3) or acceptable equivalent	EACH	119				
45.	702990	Description: Bulb Heat Lamp, Infrared, 250 Watt Approved: 1) Sylvania 2) GE 3) or acceptable equivalent	EACH	19				
46.		Description: 60" Dust Mop Handle, snap on connection, wood (Grainger pg 1537) Approved: 1) Tough Guy # 1TZG8 2) or acceptable equivalent	EACH	100				
47.		Description: Commercial Lobby upright dust pan, plastic Approved: 1) Rubbermaid #1887090 (Lowe's \$16.98) 2) or acceptable equivalent	EACH	100				

Attachment A

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 B

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, 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, SPAYNE2@ECSDFL.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:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Initials of Each Signatory:

Attachment C

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:

Initials of each
Signer:



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

Attachment D
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 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 E
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 the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
VENDOR'S AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment F

State of Florida Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____
RESPONDER'S AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment G Submission Checklist

Use this checklist to ensure that you have included all required items in your Bid. For specific submission instructions, refer to Section III. L. on Page 8.

SEALED ENVELOPE:

- _____ Complete Bid (Refer to Section III. L. on Page 8) – **One (1), Signed Original**
 - _____ Invitation to Bid (ITB) & Bidder's Acknowledgement Form (Page 1)
 - _____ Section IV. Pricing with pricing provided for at least one (1) item listed (Pages 10-17)
 - _____ Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 18)
 - _____ Attachment B - Escambia School District Public Records Addendum (Page 19)
 - _____ Attachment C - Escambia School District Risk Management Addendum (Page 20)
 - _____ Attachment D - Drug Free Workplace (Page 21)
 - _____ Attachment E - Vendor Certification Regarding Scrutinized Companies Lists (Page 22)
 - _____ Attachment F - Vendor Certification Regarding E-Verify (Page 23)