



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
April 14, 2025

PROCUREMENT CONTACT & TELEPHONE:
Allison Watson (850) 469-6120

RFP TITLE:
Custodial Dispensing Systems

RFP NUMBER:
#250604

RFP OPENING DATE & TIME:

Wednesday, April 30, 2025, 1:30 p.m. CST

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

The School District of Escambia County, Florida, 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 Procurement 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. **If submitting electronically, Responders shall submit their proposal on BidNetDirect.com/florida.** Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

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 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.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

9500-PUR-029 (rev Jan 2004)

I. INTRODUCTION & GENERAL INFORMATION

The Escambia County School District (the District) is soliciting proposals for a five-year agreement for dispensing systems for toilet tissue, hand towels, general cleaning supplies, foaming hand soap, and foaming hand sanitizer for buildings/portables throughout the entire District which serves approximately 36,000 students at over fifty (50) locations. The initial installation of all dispensers shall be completed within ninety (90) days of contract award. The awarded Responder shall bear all costs needed for the dispensers and installation. Subsequent purchases of products shall be on an "as needed" basis. The initial term of the agreement will be effective from June 1, 2025 through May 31, 2026 and renewed annually for four (4) additional one (1) year periods upon mutual consent and approval by the Escambia County School Board. All pricing proposed herein shall be firm for the first year of the agreement. If needed, the District reserves the right to schedule the installation of dispensers for the administration buildings (75 N. Pace Blvd., J.E. Hall Center, and Spencer Bibbs) at a future date.

FOR ALTERNATE SAMPLE PRODUCT/DISPENSER EVALUATION: Refer to Attachment A – Sample Approved Products and Dispensers List. The Custodial department has evaluated the submitted alternate products and dispensing systems for consideration. If a product/dispensing system has not been approved, it will not be considered for award purposes.

CALENDAR OF EVENTS

RFP Posting Date	Monday, April 14, 2025
Deadline To Submit Questions (Refer to page 17)	Thursday, April 17, 2025 at 4:00 p.m. CST
Answers to Questions and Amendment Posted (Refer to page 17)	Monday, April 21, 2025
RFP Opening (Refer to page 1)	Wednesday, April 30, 2025 at 1:30 p.m. CST
RFP Evaluation	Friday, May 2, 2025 at 9:00 a.m. CST
School Board Approval	Tuesday, May 20, 2025
Agreement Start Date	June 1, 2025

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "Respondent", "Contractor", "Independent Contractor", "Proposer" and "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.

- 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 Procurement.
- 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.

- 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 RFP 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 RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** 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 RFP, 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 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 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 RFP 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 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 Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders 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 Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District shall have sole discretion in determining 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 Procurement Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and 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 School District if a return of samples is expected. All samples unclaimed for thirty (30) days 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 RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder'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 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 Procurement Specialist referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist in writing at least seven workdays prior to the opening date of the proposals. 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 RFP. 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 Procurement website address at <https://www.escambiaschools.org/Page/1048> at least five 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 72 hours in the Purchasing Office and are also posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048>. 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 Procurement Specialist noted on page one.** Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this proposal 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 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.
- BB. **MODIFICATIONS TO AGREEMENT:** All changes shall be in writing upon mutual consent and School Board approval, if needed.

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. INDEMNIFICATION: 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 negligent or wrongful 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 negligent or wrongful operation of any program, which is the subject of, or is related to the performance of this agreement, or any breach of this agreement by Signer (including its sub-contractors, officers, agents, and employees). 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. The successful Responder agrees to maintain, 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 Supplier and a copy thereof shall be delivered to the District 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 forty-five (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 Supplier, the Supplier 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 State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.

- C. PRICE ESCALATION/TERM OF AGREEMENT:** All pricing and rate schedules proposed herein shall be firm through June 1, 2026. Adjustments to pricing will be negotiable and limited to the 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 January of each year. Increases are not automatic and must be submitted in writing to Ms. Allison Watson, Procurement Department, 75 N. Pace Blvd., Pensacola, FL 32505 by February 1 of every year to become effective on the anniversary date of the contract on June 1. Increases may not exceed the percentage increase for the most current 12- month CPI index indicated above or 5% whichever is less. **Any price decrease effectuated during the contract period either by reason of market change or on the part of the Contractor to other customers shall be passed onto the Escambia County School District.**

The initial term of the agreement will begin on June 1, 2025 through May 31, 2026 with four (4) one-year renewal options. Each renewal must be mutually agreed upon with School Board approval and availability of lawfully appropriated funds. Notification of non-renewal by the Responder must be sent in writing and received at least ninety (90) calendar days prior to the end of each contract year.

- D. INSTALLATION & REMOVAL:** The awarded Responder shall complete the initial installation of all dispensers within ninety (90) days of contract award for the designated locations. The awarded Responder shall bear all costs needed for the dispensers and installation. The Installation shall be scheduled and coordinated with the District Custodial Department. In the event that is necessary to terminate this agreement, 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 are in compliance 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 at no cost to the District. Dispensers shall not be installed or removed from District property without written approval from the Assistant Director of Maintenance and Custodial Services or designee.
- E. DISPENSER REPLACEMENT STOCK:** The Responder shall provide twenty-four (24) units of each type of dispenser for replacement of non-operating units to the District Central Warehouse. **These stock units will be replaced on an exchange basis at no cost to the District.** Responder shall provide an on-hand dispenser inventory list.
- F. 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 an additional term.
- G. SAFETY:** The Responder and its employees are required 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.
- H. DELIVERY REQUIREMENTS:** The Responder shall delivery 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 can not 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 Asst. Director of Maintenance and Custodial Services and Procurement Department. Determination of equivalency of the item shall be the responsibility of the District whose 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.

- I. **ORDER QUANTITY:** Annual usages are estimated. Actual purchases may vary. The District will not incur any penalties for not attaining estimated quantities. No orders shall be shipped without a purchase order or District Visa Procurement card.
- J. **PRODUCT SUBSTITUTION:** Unless approved by the Assistant Director of Maintenance and Custodial Services, no product substitutions will be permitted. All unauthorized products will be returned at no expense to the District. The Responder will be required to delivered items meeting specifications or be held in default in accordance with General Conditions- #P, Page 4 of this proposal. 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. Any price adjustments must be submitted in writing with supporting documentation from the manufacturer.
- K. **PRODUCT LABELS:** Labels shall be affixed to products as required by any or all State and Federal Statutes or regulations.
- L. **ALTERNATE PRODUCTS:** The District pre-approves products prior to proposal. Offering any product not listed as approved in this document will be considered an alternate. Responders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District in the time and manner stated within this document. Refer to Attachment A. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product offered for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Procurement Specialist listed on Page 1 of this document.
- M. **DEBRIS REMOVAL:** The Responder shall be responsible for the prompt removal of all debris resulting from delivery, assembly, removal, or installation.
- N. **LOCAL OFFICE:** The Responder shall maintain a local, staffed office within the Escambia County, Florida area.
- O. **BUSINESS LICENSE AND BONDING:** Responders shall be licensed and bonded in the State of Florida. Responders shall include a copy of their FL business license with their proposal response.
- P. **THIRD PARTY AGREEMENT:** The Responder shall extend the awarded RFP 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/dept. locations.
- Q. **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 School District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the School District for any purposes. As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, 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.
- R. **BACKGROUND AND SCREENING REQUIREMENTS:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who 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 in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor

and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <https://www.escambiaschools.org>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

S. 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 contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the RFP.**
4. **Questions regarding RFP must be directed to the Procurement Specialist listed on page one within the timeframe provided for clarifications and interpretations under letter V, General Terms and Conditions (Section II, page 5).**

T. EXAMINATION OF RECORDS: The Responder 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 Responder involving transactions related to this agreement until the expiration of five (5) years after the final payment under this agreement or such longer period as required by law.

U. MISCELLANEOUS:

1. The School District will not be liable for any cost incurred in the preparation of the Proposals.
2. The submission of a Proposal shall be prima facie evidence that the Responder 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 Responder 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 Proposal and subsequent contracted-for-costs.
5. The School 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 School District interests. The School 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 School District.
6. The School District reserves the right to waive any of the conditions or criteria set forth in this RFP.
7. The agreement cannot be assigned to a subcontractor without the prior written approval of the School District.

V. ADDITIONAL FEDERAL REQUIREMENTS: Services performed under this agreement may be paid with federal funds. The Contractor shall comply with the provisions of 45 CFR Part 74, 2 CFR Part 200, and other applicable regulations.

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311-1330, §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
3. Certification Regarding Lobbying pursuant to 31 U.S.C.1352 [2 CFR 200.326 Appendix I (J)].
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C.1352 [2 CFR 200.326 Appendix I (J)].
5. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Right to Inventions Made Under a Contract or Agreement [2 CFR.200.326 Appendix II (F)].
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].
15. For Small, Minority/Disabled Service Veteran and Women-owned businesses, We encourage all suppliers to register with the Florida Department of Management, Office of Supplier Development at: <https://osd.dms.myflorida.com>

W. PRIVACY REGULATIONS: The Contractor will follow health information confidentiality regulations as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act (FERPA) of 1974 and the Protection of the Pupil Rights Amendment (PPRA) of 1978.

X. TOBACCO: All District property, including but not limited to school buildings, athletic fields, parking lots, and District-owned vehicles are considered tobacco-free per the School Board of Escambia County's Tobacco/Cotinine/Nicotine-Free School Policy (6Gx17-3.22), the Florida Clean Indoor Air Act (Article XXIX, Chapter 386) and the Constitution of the State of Florida(Article X, Section 20).

V. SCOPE OF WORK OR SERVICES

The District will enter into an agreement of up to five (5) years for a dispensing system for toilet tissue, hand towels, general cleaning supplies, foaming hand soap, and foaming hand sanitizer for buildings/portables throughout the entire District which serves approximately 36,000 students at over fifty (50) locations. The initial installation of all dispensers shall be completed within ninety (90) days of contract award. The awarded Responder shall bear all costs needed for the dispensers and installation. Subsequent purchases of paper products shall be on an “as needed” basis. The initial term of the agreement will be effective from June 1, 2025 through May 31, 2026 and renewed annually for four (4) additional one (1) year periods upon mutual consent and approval by the Escambia County School Board.

VI. QUESTIONNAIRE AND RESPONSE

The Responder will complete the information requested in this section. Your proposal will discuss the following in the sequence listed below.

A. COMPANY PROFILE: Responders shall present a company profile to include:

- Overview about the company
- Ownership/Management (Provide an organizational chart as a separate attachment)
- Primary focus of business dealings
- Years in business (Include location of local business office). Indicate the office location which will handle the work for Escambia Co. School District.
- Number of total employees (List separately actual number of employees and supervisors for the above local office)
- If needed, provide a list of subcontractors and/or other resources which will be used to complete the installation for the Escambia County School District.
- List at least three business references (other than the Escambia County School District) from current or previous customers receiving similar services. References from similar size/volume and/or school or government applications preferred. All references listed must include contact person, phone number, estimated dollar volume and dates of business relationship.
- Provide a contact person and phone number for normal working hours. For emergencies, nights and weekends, the Responder shall designate a contact person or have a voice mail paging system service or an answering service. A call back to the District shall be returned within thirty (30) minutes of the original call.

B. PRODUCT SPECIFICATIONS: TOILET TISSUE

- 1.) Brand Name: Bay West Ecosoft Green Seal Item #61990 or Approved Equal
District Whse No.: 0305500

- Recycled; double ply; sheet size: 3-3/4" x 4"; 36 rolls per case. Approximate weight: 24 lbs.

General:

- Toilet tissue offered must contain a minimum of 20% post-consumer wastepaper.
- Toilet tissue shall be clean, soft, and shall be reasonably free from visible wood splinters, specks, holes, tears, wrinkles, or other imperfections.
- Toilet tissue shall be uniform in color and trimmed with clean smooth edges.
- Toilet tissue shall have no disagreeable, unpleasant odor either wet or dry.
- Toilet tissue shall be wound evenly and tightly on a round paperboard core sufficiently rigid to prevent collapse under ordinary conditions.

C. PRODUCT SPECIFICATIONS: HAND TOWELS

1.) Brand Name: Bay West Ecosoft Green Seal Certified Item #31400 or Approved Equal
District Whse No.:0305510

- Recycled; Natural White, Roll Towel; Width Size: 8.0; 6 rolls per case
- Approximate weight: 27 lbs., 800 ft. linear ft. per roll

General:

- Hand towels offered must contain a minimum of 40% post-consumer waste.
- The hand towels furnished shall possess a good absorbing rate and the capacity for total absorption and have a high wet strength.
- Hand towels shall be reasonably soft and have a pleasant "feel" and not become slimy when wet.
- Hand towels shall also be comfortable in use and easy on the skin. Hand towels shall not disintegrate easily in use.
- Hand towels shall be of good formation and shall have no disagreeable, unpleasant odor either wet or dry.

D. PRODUCT SPECIFICATIONS: DISPENSERS

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 lifetime 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" service levels of products. Dispensers must have the ability to be wall-mounted.

Toilet Tissue Dispenser: Must be made of durable ABS plastic withstanding high capacity usage for three rolls.
Brand Name: Bay West Revolution 3-Roll Toilet Tissue Dispenser #80300 or Approved Equal

Hand Towel Dispenser: Must be made of durable ABS plastic, with no double feeding allowed. The District prefers a non-electrical, hand free towel dispenser with a side hinge door. The dispenser automatically advances the hand towel without requiring a lever to be pulled or push a button. When the roll in use is consumed by $\frac{3}{4}$ of the total quantity, a new roll can be loaded and will not advance until the current roll is completely utilized.

Brand Name: Bay West Opti Serv Hands-Free Towel Dispenser #86500 or Approved Equal

****The Responder shall bear all costs for dispensers and installation.****

E. PRODUCT SPECIFICATIONS: GENERAL CLEANING SUPPLIES

1.) Brand Name: Betco Green Earth Natural All Purpose Cleaner #12 or Approved Equal
District Whse No.: 0305236

- Size: Two (2) Liter Container or Equivalent
- pH of product must meet and not exceed 8-9.2.
- This product must have a dilution rate of at least 1:64
- Fragrance: Natural Citrus
- Must have excellent detergency with moderate foaming for enhanced cleaning
- Product must be able to be dispensed through a District-approved system
- Refer to the dispenser specifications in Section F

Product Application:

For cleaning floors, walls, glass, desks, tubs and tiles, toilets, carpet, and spas and virtually any other cleaning application. Safe for use on formica, vinyl, aluminum, glass, stainless steel, and fiberglass. Must meet Green Seal Inc.'s GS-37 Industrial and Industrial Cleaning Standard. No added solvents, artificial dyes, or perfumes are added. Made from all natural derived sources.

- 2.) Brand Name: Betco Green Earth Peroxide Cleaner Concentrate #11 or Approved Equal
District Whse No.: #0305234

- Size: Two (2) Liter Container or Equivalent
- pH of this product must meet and not exceed 6.0-8.0
- This product must have a dilution ratio of at least 1:64
- Fragrance: Fresh Mint
- Must have excellent detergency with moderate high foam ability
- Product must be able to be dispensed through a District-approved system
- Refer to dispenser specifications in Section F

Product Application:

One product for cleaning tile, grout, floors, carpets, and glass. Must remove mold stains and soap scum. Must not contain aggressive acids. Must not stain clothing. Product must be Green Seal Certified.

- 3.) Brand Name: Betco Green Earth Daily Disinfectant Cleaner #21 or Approved Equal
District Whse No.: 0305230

- Size: Two (2) Liter Container or Equivalent
- No nonyl phenol ethoxylates and 2-butoxyethanol
- pH of this product must meet and not exceed 7.2-8.2
- This product must have a dilution ratio of at least 1:256
- Product must efficacious against HIV, MRSA, VRE, and HBV
- Must have excellent detergency with pleasant lemon fragrance
- Product must be able to be dispensed through a District-approved system
- Refer to dispenser specifications in Section F

Product Application:

EPA registered, hospital type highly concentrated, multipurpose, germicidal detergent/deodorant. For use in hospitals, medical clinics/offices, nursing homes, schools, and veterinary clinics. Neutral pH formula is perfect for damp mopping highly polished floors and will never dull, haze, or leave a film.

- 4.) Brand Name: Betco Green Earth Daily Floor Cleaner #20 or Approved Equal
District Whse No.: #0305232

- Size: Two (2) Liter Container or Equivalent
- This product must not contain nonyl phenol ethoxylates, butoxyethanol, or alkaline builders
- All ingredients must be biodegradable
- The product must be Green Seal (GS-37) certified
- pH of this product must meet and not exceed 7.0-8.5
- This product must have a dilution ratio of at least 1:256
- Must have excellent detergency, moderate foaming with a lemon fragrance
- Product must be able to be dispensed through a District-approved system
- Refer to dispenser specifications in Section F

5.) Brand Name: Betco Sanibet #256 Food Contact Sanitizer or Approved Equal
District Whse No: #0305240

-Size: Two (2) Liter Container or Equivalent

Properties:

-Color: Yellow	-Detergency: Excellent
-Film Residue: None	-Flammability: None
-Floor Conductivity: No Adverse Effects	-Foaming: Low, Controlled
-Fragrance: None	-Freeze/Thaw Stable: Yes
-pH Use Dilution: 11.0 – 12.0	-Shelf Life: One Year
-Solubility In Water: Complete	-Viscosity: None
-Dilution: 1:256	-Quat (Use Solution): 150 ppm
-Rinsing Required: None	-EPA Registered#: 6836-138-4170
-Refer to dispenser specifications in Section F	

Active Ingredients: Octyl decyl dimethyl ammonium chloride..... 1.140%
Dioctyl dimethyl ammonium chloride... ..0.456%
Didecyl dimethyl ammonium chloride..... 0.684%
Alkyl dimethyl benzyl ammonium chloride..... 1.520%

Product Application:

This concentrated quaternary type sanitizer is effective for use in sanitizing glassware, dishes, and food contact surfaces. The formulation requires no rinsing when used as directed as a sanitizer. Sanitizing claims: Klebsiella pneumoniae, Staphylococcus aureus, and Escherichia coli.

6.) Brand Name: Betco Citrus Chisel Degreaser #167 or Approved Equal
District Whse No.: Item #0305238

-Size: Two (2) Liter Container or Equivalent

Properties:

-Color: Orange	-Odor: Citrus
-Emulsification: Excellent	-Foaming: Moderate
-pH: 12.5-13.5	-Shelf Life: One Year
-Viscosity: 10 Centipoise	-Wetting: Excellent
-Flash Point: None	-Refractive Index: 10.0-11.0

Product Application:

A blend of natural citrus solvents and surfactant system. Nonflammable. Versatile for any cleaning task. Product must deodorize. Emulsifies and holds heavy grease, oils, and fats for quick removal.

F. DISPENSERS: Betco Fastdraw Single Station Dilution System or Approved Equal

All dispensers must be free of multiple moving parts, easy to load and tamper resistant. Dispensers must be ADA compliant. All dispensers must have a lifetime 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” service levels of products. Dispensers must have ability to be wall-mounted.

Specifications:

- Each dispenser must have a laminated (picture type) instruction chart
- Must be designed to mount on flat surfaces and include mounting hardware
- Dispenser must have E-Gap Backflow prevention that is both ASSE and IAPMO approved
- Dispenser must have a locking lever for filling auto scrubbers and mop buckets
- Unit must not have metering tips to clean or replace (sealed inserts/tips to prevent drips or spills)
- Each dispenser must fill both buckets and bottles
- Bottle labels must be color coded to product. Bottles must have matching product key code number and label color. Example: The product color, the label and number must match both the bottle and product container
- Spray bottles must be labeled to meet OSHA standards
- Dispensers to be supplied and installed by the awarded Responder
- Spray bottles and dispensers must be supplied by the awarded Responder for start-up and supplied as needed for new locations and replacement of worn or broken bottles
- Product must load into dispenser from the right side
- Dispenser dimension requirements shall be approximately 7" wide x 18" long x 7" deep
- Unit must have product window to ease identification of chemical

G. FOAMING HAND SOAP: Betco Clario Green Earth Foaming Skin Cleanser #78129-00 or Approved Equal District Whse No.: 0305350

- Size: 1000 mL bag, Six (6) per Case
- 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

H. HAND SANITIZER: Betco Clario Advanced Alcohol Foaming Sanitizer #79529-00 or Approved Equal

District Whse No.: 0305355

- Size: 1000 ml bag, six (6) per case

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

- I. 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.

Brand Name: Betco Clario Foaming Skin Care Dispenser #91822-00 or Approved Equal

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),
Twelve (12) per case

VII. EVALUATION CRITERIA AND AWARD

This RFP shall be evaluated based on the responses to Section VI - Questionnaire and Response. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The Responder that scores the highest points will be recommended for award.

1. **Company Profile, Experience, and References (Maximum Total Points: 20)**
2. **Price (Maximum Total Points: 50)**
3. **Dispenser System Quality (Maximum Total Points: 30)**

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. PROPOSAL FORMAT AND EVALUATION CRITERIA

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District. The submission of a Proposal shall be prima facie evidence that the Responder 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. **All Proposals must be received no later than 1:30 p.m. CST on Wednesday, April 30, 2025.**

IX. PREPARATION AND SUBMISSION REQUIREMENTS

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

- A. COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that the Responder send any questions regarding this solicitation to the designated Procurement Specialist below using a method that can be tracked (email, certified mail, overnight courier, etc.); email or BidNetDirect.com is preferred. The deadline for submitting questions concerning this RFP is **Thursday, April 17, 2025 at 4:00 p.m., CST**.

All changes in the specifications contained within this RFP will be made by Amendment. All Amendments concerning this RFP will be posted to the Procurement Department's webpage located at <https://www.escambiaschools.org/Page/1048>. It is the sole responsibility of each Responder to contact the Procurement Specialist responsible for this solicitation or visit the District's website to determine if any Amendments have been issued in order to obtain said Amendment(s). Any applicable Amendments and/or responses to questions received will be posted to the Procurement Department's Current Bid/RFP Activity webpage by **Monday, April 21, 2025 at 5:00 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.**

Allison Watson, Director
Procurement Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: awatson@ecsdfl.us

SUBMISSION REQUIREMENTS: All documents listed below must be returned in their entirety, either in person, by mail, or submitted electronically via bidnetdirect.com/florida. **Failure to return all pages of the entire document or any of the items listed below may result in your Proposal not being accepted.** 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 - 40) must be returned when offering.** The signature on the first page must be an original or electronic 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 Four (4) copies.** the original Proposal and copies, excluding the Price Proposal, must be submitted in a sealed envelope which must be clearly labeled “**RFP #250604 – CUSTODIAL DISPENSING SYSTEMS**” on the outside of the package. Refer to Attachment A – Sample Approved Products and Dispensers List. Items not listed will not be considered for award.
3. **Price Proposal:** This form must be completed **in its entirety** and signed in the space provided. Original Price Proposals must be provided in a **separate, sealed envelope** which must be clearly labeled “**PRICE PROPOSAL; RFP #250604 – CUSTODIAL DISPENSING SYSTEMS.**” 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 B.**
4. **Response to Questionnaire:** The following items must be completed per Attachment C and included with Responder’s Proposal. Responder’s company name should be listed on each page of Attachment C 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 Profile and Experience:** This item must be completed per Section VI.A. (See Page 11).
 - ii. **References:** This item must be completed per Section VI.A. (See Page 11).
5. **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 D.
6. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder’s Proposal. Refer to Attachment E.
7. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder’s Proposal. Refer to Attachment F. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
8. **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 G.
9. **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 H.

10. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment I.
11. **State of Florida - Affidavit Regarding the Use of Coercion for Labor Services:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment J.
12. **Disclosure of Lobbying Activities:** This form must be completed in its entirety, signed, and return with the Responder's Proposal. If none, indicate N/A and sign. Refer to Attachment K.

A Submission Checklist has been provided in Attachment L to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. **All Proposals and pricing must be received no later than Wednesday, April 30, 2025 at 1:30 p.m., 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
Procurement Department
Attention: Allison Watson, RFP #250604
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.

X. 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 review, convene, and evaluate all Proposals submitted based on the factors set forth in the RFP. Procurement Department 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 or product demonstrations with the key people who will administer and be assigned to work on the Agreement 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 an agreement(s) 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 agreement 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 an agreement 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 Procurement 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.

B. 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 Agreement, 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.

XI. PROTEST POLICY

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of an ITB, RFP, ITN 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. In the event the products or services that are the subject of the Invitation to Bid, Request for Proposal, Invitation to Negotiate are essential to the operations of the District, the School Board in order to assure supply of material or continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Procurement Department and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential materials/services on an as needed basis.
- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Procurement Department 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 Procurement Department and Business Services Department.

- D.** Within ten (10) days, not including Saturdays, Sundays and District holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Procurement Department 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 Procurement Department and Business Services Office.
- E.** Communications shall continue between the Protester and the Procurement Department 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).
- F.** 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.
 4. 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.

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Attachment A

RFP #250604 – SAMPLE APPROVED PRODUCTS AND DISPENSERS LIST

The items listed below have been approved and will be considered for award purposes.

A.) Hand Towels and Toilet Tissue

1) Hand Towel Dispenser

- Triple S Touch Free Mechanical Towel Dispenser (76122)
- Hytech Low Pull Mechanical Towel Dispenser (419484)

2) Hand Towels

- Triple S Hardwound Roll Towel 800'roll/6 per case (76018)
- Sofidel Towel Roll Premium (Dry Tech) 600'6 per case (410126)

3) Toilet Tissue Dispenser

- Triple S Jr Jumbo Tissue Dispenser (76111)
- Triple S Dual 375 Roll Dispenser (76112)
- Hytech Mini Jumbo Toilet Tissue Dispenser (419485)

4) Toilet Tissue

- Jumbo Jr Roll Tissue, 2-ply, 1000'/12 per case (76306)
- Embossed Bathroom Tissue, 2-ply, 375'/45 per case (76304)
- Sofidel Mini Jumbo Roll Tissue, 750'/12 per case (410051)

B.) General Cleaning Supplies

1. Buckeye Eco Pro 6 Product Dispenser
2. Buckeye Eco E31 pH Neutral Cleaner
3. Buckeye Eco E15 Hydrogen Peroxide Cleaner
4. Buckeye Eco E23 Neutral Disinfectant
5. Buckeye Eco E33 Floor Cleaner
6. Buckeye Eco E31 pH Neutral Cleaner
7. Buckeye Eco E14 Muscle Cleaner
8. Buckeye Eco E62 Sanitizer

Attachment A (CONT.)

RFP# 250604 – SAMPLE APPROVED PRODUCTS AND DISPENSERS LIST

The items listed below have been approved and will be considered for award purposes.

C.) Hand Soap and Sanitizer

1. Buckeye Symmetry Dispenser (Black/White)
2. Buckeye Symmetry Green Seal Foam Lotion Hand Soap, 1250 ml bag/
six (6) per case
3. Buckeye Symmetry Hand Sanitizer Foam w/Aloe & Vitamin E, 1200 ml bag/
six (6) per case

ATTACHMENT B – PRICE PROPOSAL

PROPOSAL QUANTITIES: Quantities indicated below are estimated based on prior year usage. Actual purchases may vary from item to item. The School District can not guarantee that the 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 agreement or to delete any item or items as it deems appropriate, without affecting the pricing or the other terms and conditions of the agreement.

REFER TO ATTACHMENT A FOR SAMPLE APPROVED PRODUCTS AND DISPENSERS LIST. PRODUCTS/DISPENSERS NOT APPROVED WILL NOT BE CONSIDERED FOR AWARD.

ATTACHMENT B - PRICING PROPOSAL MUST BE RETURNED IN A SEPARATE, SEALED ENVELOPE.

No pricing will be given consideration until all proposals are evaluated based on qualifications listed in Section VI.A through VI.I.

PRICING:

A. TOILET TISSUE AND HAND TOWELS

1.) Item: Bay West Ecosoft Green Seal Toilet Tissue #61990 or Approved Equal

District Whse No.: 0305500 Estimated Annual Usage: 3439

Price Per Case: \$_____ Total Cost: \$_____

Number of Uses Per Case: _____ Indicate Unit of Measure: _____

Cost Per Use: \$_____ Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

2.) Item: Bay West Ecosoft Green Seal Certified Hand Towels #31400 or Approved Equal

District Whse No.:0305510 Estimated Annual Usage: 5029

Price Per Case: \$_____ Total Cost: \$_____

Number of Uses Per Case: _____ Indicate Unit of Measure: _____

Cost Per Use: \$_____ Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

3.) Item: Bay West OptiServ Hands-Free Paper Towel Dispenser #86500 or Approved Equal

Color: Black Translucent

Manufacturer/Brand Number: _____

Attachment B (CONT.)

4.) Item: Bay West Revolution 3-Roll Toilet Tissue Dispenser #80300 or Approved Equal

Color: Black Translucent

Manufacturer/Brand Number: _____

(Responder shall bear all costs needed for dispensers and installation)

B. GENERAL CLEANING SUPPLIES

1.) Item #0315236: Betco Green Earth Natural All Purpose Cleaner #12 or Approved Equal

District Whse No.: 0315236

Estimated Annual Usage: 570

Price Per Case: \$ _____

Total Cost: \$ _____

Number of Uses Per Case: _____

Indicate Unit of Measure: _____

Cost Per Use: _____

Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

2.) Item #0315234: Betco Green Earth Peroxide Cleaner Concentrate #11 or Approved Equal

District Whse No.: 0315234

Estimated Annual Usage: 1130

Price Per Case: \$ _____

Total Cost: \$ _____

Number of Uses Per Case: _____

Indicate Unit of Measure: _____

Cost Per Use: _____

Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

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ATTACHMENT B (CONT.)

3.) Item #0315230: Betco Green Earth Daily Disinfectant Cleaner #21 or Approved Equal

District Whse No.: 0315230

Estimated Annual Usage: 220

Price Per Case: \$_____

Total Cost: \$_____

Number of Uses Per Case: _____

Indicate Unit of Measure: _____

Cost Per Use: \$_____

Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

4.) Item #0315232: Betco Green Earth Daily Floor Cleaner #20 or Approved Equal

District Whse No.: 0315232

Estimated Annual Usage: 250

Price Per Case: \$_____

Total Cost: \$_____

Number of Uses Per Case: _____

Indicate Unit of Measure: _____

Cost Per Use: \$_____

Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

5.) Item #0315238: Betco Citrus Chisel Degreaser #167 or Approved Equal

District Whse No.: 0315238

Estimated Annual Usage: 100

Price Per Case: \$_____

Total Cost: \$_____

Number of Uses Per Case: _____

Indicate Unit of Measure: _____

Cost Per Use: \$_____

Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

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Attachment B (CONT.)

6.) Item #0315240: Betco Sanibet #256 Food Contact Sanitizer or Approved Equal

District Whse No.:0315240

Estimated Annual Usage: 15

Price Per Case: \$_____

Total Cost: \$_____

Number of Uses Per Case: _____ Indicate Unit of Measure: _____

Cost Per Use: _____ Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

7.) Dispenser: Betco Fastdraw Single Station Dilution System or Approved Equal

Manufacturer/Brand Number: _____

(Responder shall bear all costs needed for dispensers and installation)

C. FOAMING HAND SOAP

1.) Betco Clario Green Earth Foaming Skin Cleaner #78129-00 or Approved Equal

District Whse No.:0305350

Estimated Annual Usage: 1352

Price Per Case: \$_____ Total Cost: \$_____

Number of Uses Per Case: _____ Indicate Unit of Measure: _____

Cost Per Use: \$_____ Indicate Unit of Measure: _____

Manufacturer/Brand Number: _____

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Attachment B (CONT.)

D. FOAMING HAND SANITIZER

1.) Betco Clario Advanced Alcohol Foaming Sanitizer #79529-00 or Approved Equal

District Whse No.: 0305355 Estimated Annual Usage: 200

Price Per Case: \$_____ Total Cost: \$_____

Number of Uses Per Case:_____ Indicate Unit of Measure:_____

Cost Per Use: \$_____ Indicate Unit of Measure:_____

Manufacturer/Brand Number: _____

Overall Total Cost For All Products: \$_____

ESTIMATED APPROVED DISPENSERS AND QUANTITY DISTRICT-WIDE:

***The District has made a good faith effort to provide the below estimated quantities.
Actual dispenser count may vary by location.***

92543 – Clario Black Manual Foam Soap Dispenser, **Qty: 4981**
#772828 – Tork Mechanical Paper Hand Towel Roll Dispenser, Black H80, **Qty-3784**
#565828 – Tork OptiCore®, 3-Roll Toilet Paper Roll Dispenser, Black T11, **Qty-2473**
92682 – 4-Button Fastdraw, Cleaning Supplies, **Qty – 531**
91043 – 1-Button Fastdraw, Cleaning Supplies, **Qty-226**

Estimated Completion Time For All Dispenser Installation:_____

(Responder shall bear all costs needed for dispensers and installation)

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Attachment C
Response to Questionnaire

COMPANY PROFILE: Refer to Section VI.A. Please attach separate sheet(s), as needed.

1. Overview about the Company
2. Ownership/Management (Provide an organizational chart as a separate attachment)
3. Primary Focus of Business Dealings
4. Years in Business (Include location of Escambia Co., FL business office) Indicate the location that will handle the work for the Escambia Co. School District.
5. Number of total employees (List separately actual number of employees and supervisors for the above local office)
6. If needed, provide a list of subcontractors and/or other resources which will be used to complete the installation for the Escambia County School District.
7. Contact Information
 - a. Name: _____
 - b. Phone Number: _____
 - c. After-Hours Phone Number: _____
8. Copy of Current State of Florida Business License: Provide as a separate attachment.

I. REFERENCES:

1. Reference #1
 - a. Company Name: _____

 - b. Address: _____

 - c. Contact Name: _____

 - d. Phone Number: _____
 - e. Email Address: _____

 - f. Length of Contract: _____

Attachment C (CONT.)

2. Reference #2

- a. Company Name: _____

- b. Address: _____

- c. Contact Name: _____

- d. Phone Number: _____
- e. Email Address: _____

- f. Length of Contract: _____

3. Reference #3

- a. Company Name: _____

- b. Address: _____

- c. Contact Name: _____

- d. Phone Number: _____
- e. Email Address: _____

- f. Length of Contract: _____

RESPONDER'S AUTHORIZED SIGNATURE:

DATE:

Attachment D

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 E

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 F

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 G

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 H

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 I

**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: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment J
State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment K

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, <i>if known:</i> Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment L

Submission Checklist

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section IX.- Preparation and Submission Requirements on Pages 17 – 19. **Failure to return all pages of the entire document or any of the items listed below may result in your Proposal not being accepted.**

ENVELOPE 1:

Complete Proposal (Refer to Section IX on Pages 17 - 19) – **One (1) Signed Original and Four (4) copies**

_____ **Request for Proposal (RFP) & Proposal Acknowledgement Form** (Page 1)

_____ **Questionnaire and Response** (Refer to Section VI.A on page 11)

_____ **Company Profile** (Refer to Section VI.A on page 11)

Attachment A – Sample Approval List

Attachment C – Response to Questionnaire (Refer to Section VI on page 11)

Attachment D – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

Attachment E – Escambia County School District Public Records Addendum

Attachment F – Escambia County School District Risk Management Addendum (Regular)

Attachment G – Drug Free Workplace

Attachment H – Vendor Certification Regarding Scrutinized Companies List

Attachment I – Vendor Certification Regarding E-Verify

Attachment J – Affidavit Regarding the Use of Coercion for Labor and Services

Attachment K – Disclosure of Lobbying Activities (If none, indicate N/A and sign)

Attachment L - Submission Checklist

ENVELOPE 2:

Attachment B– Pricing Forms Completed in its **ENTIRETY**