



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

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

POSTING DATE:

**January 25, 2019**

PURCHASING CONTACT & TELEPHONE:

**Kristin Smith (850) 469-6203**

**Email: [ksmith7@escambia.k12.fl.us](mailto:ksmith7@escambia.k12.fl.us)**

BID TITLE:

**Protective Sleeves for Chromebook Devices**

BID NUMBER:

**192106**

BID OPENING DATE & TIME: **February 19, 2019, 2:00 PM CST**

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

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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

(EXT:     )     

FACSIMILE NUMBER:

EMAIL:

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

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

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION

The goal of this bid is to enter into a purchase agreement for Chromebook Sleeves. The agreement will consist of the commitment of School District business in exchange for the delivery of a quality product with a firm price in a timely manner.

CALENDAR OF EVENTS	
ITB Posting (See Page 1)	Friday, January 25, 2019
Deadline for Questions (See Page 5)	Friday, February 1, 2019 at 12:00 p.m., Central
Answers to Questions and Any Addendum Posted To District Website (See Pages 5 and 6)	Wednesday, February 6, 2019 at 5:00 p.m., Central
Samples of Alternative Product Due (See Page 7)	Tuesday, February 19, 2019 at 2:00 p.m., Central
ITB Opening (See Page 1)	Tuesday, February 19, 2019 at 2:00 p.m., Central
ITB Evaluation (Subject to change)	Friday, February 22, 2019

## II. GENERAL TERMS AND CONDITIONS

NOTE: The terms "Bidder", "Vendor, Proposer, and "Party" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will

take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.

- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number and the seven (7) digit School District item number shown in the detail specification, must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five (5) percent or more of the company.
- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the

severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.

- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent noted on page 1. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing by Friday, February 1, 2019, 12:00 pm CST. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> by Wednesday, February 6, 2019, 5:00 pm CST. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.

- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page 1**. Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

### III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II (General Terms and Conditions). In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **BID QUANTITIES:** Quantities listed in the bid are estimates provided for Bidder information purposes only. No guarantee is given or implied as to the exact quantities that will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this Agreement, without affecting the bid pricing or the terms and conditions of the bid.
- B. **TERM OF THE AGREEMENT:** All prices, terms, and conditions of the purchasing agreement will be in effect from **March 27, 2019** through **October 31, 2019**, and upon School Board approval. The intent of this ITB is to make a single purchase that would be delivered prior to July 31, 2019. Any additional purchases will have delivery negotiated.
- C. **BACKGROUND SCREENING REQUIREMENTS:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provided services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the 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: <http://ecsd-fl.schoolloop.com>. 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, F.S.

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

**a. Failure to return the following forms WILL result in your bid not being accepted:**

i. *Invitation to Bid (ITB) & Bidder's Acknowledgement:* This form located on page 1 of the bid document, must be complete with a **MANUAL, ORIGINAL**, signature, preferably in blue, and returned with the bid.

**b. Failure to return the following forms MAY result in your bid not being accepted, in the sole discretion of the District:**

i. The entire ITB document (pages 1-15) should be returned when bidding.

ii. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:* This form, Attachment A, must be complete with an **ORIGINAL** signature and returned with the bid.

iii. *Drug Free Workplace:* This form, Attachment B, while not required, will be a determining factor in award between two (2) bids equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.

iv. *Bidder's Statement of Principal Place of Business:* This form, Attachment C, should be completed and submitted with the response to this solicitation. **TWO (2) SIGNATURES are required on this form: Proposer, which must be a MANUAL, ORIGINAL, signature, and Attorney (if you are an out of state bidder), which does not require an original signature.** Pursuant to 287.084 Florida Statute, award recommendations shall make appropriate adjustment to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

**E. ALTERNATE PRODUCTS:** The School District pre-approves products prior to bid. Offering any product not listed as approved in this document is an alternate bid. Bidders may only bid an equivalent product for the items designated as samples accepted 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. The District shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. Any samples must be received by ITB opening at Tuesday, February 19, 2019, 2:00 p.m. CST. Any sample provided should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and be clearly marked "Samples". All other products listed on this bid have been pre-approved through previous bids or through sample testing throughout the year. A bid will be considered non-responsive at the sole discretion of the District if the District does not receive a sample before the ITB opening for an alternative product listed in Section IV (Specifications and Price) or if the sample is not sent to the Purchasing Office as directed herein.

**F. FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE:** BIDDER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., BIDDER agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the District 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 District. Contractor's records under this award include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this award.
- B. Upon request from the District's custodian of public records, provide the District 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 Bidder does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.
  - C. Ensure that project 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 award if the Bidder does not transfer the records to District.
  - D. Upon completion of the award, transfer, at no cost, to the District all public records in possession of the Bidder or keep and maintain public records required by the District to perform the service. If the Bidder transfers all public records to the District upon completion of the award, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon the completion of the award, the Bidder shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**G. EX PARTE COMMUNICATION:**

- a. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
- b. Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.
- c. Questions regarding Bid must be directed to the Purchasing Agent listed on page 1 within the timeframe provided for clarifications and interpretations under Section II (General Terms and Conditions), letter V (Clarifications and Interpretations).



- H. **PACKAGING:** All merchandise of fifty (50) case lots or more will arrive palletized. Maximum of 45" high from bottom pallet to top of stack.
- I. **BIDDER'S CLERICAL ERRORS:** The Purchasing Agent, identified on page 1, will correct clerical errors if the errors are evident on the face of the Bid or other documents submitted with the Bid. A clerical error is an error by the Bidder in transcribing its offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.
- J. **DELIVERY:** Deliver all goods to the Escambia County School District Warehouse, 51 East Texar, Pensacola, Florida 32503. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least twenty-four (24) hours in advance by calling 850-469-5321 or 850-469-5623. Failure to schedule an appointment may result in the rejection of delivery with no penalty to the District for rejection or redelivery charges.
- K. **CONDITION OF PRODUCT AT TIME OF DELIVERY:** Bidders shall ensure that merchandise is shipped to and received by the District in good condition and that all items meet bid specifications, quality, and appropriately ordered quantity. If an item is received in the District's Central Warehouse that does not exactly meet specifications, the Central Warehouse will either refuse shipment at delivery or issue a pickup notice to the Bidder. Any item requiring Bidder's pickup because it does not meet the bid specifications will be picked up by the Bidder at the Bidder's expense. No shipping charges or restocking fees shall be charged to the School District.
- L. **DELIVERY TIME AND FREIGHT:** Delivery time must be calculated as Free on Board (FOB) Destination. Please state your normal destination delivery time after receipt of order (ARO). For example, "Lead time is four (4) weeks ARO FOB Destination." Freight must be prepaid and included in the price per unit. Freight will not be allowed to be added to the invoice or shipped collect. Product cannot be delivered before June 1, 2019 and must arrive before July 31, 2019. Failure to meet delivery schedules may be grounds for contract termination.
- M. **DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page 1 in writing, and will apprise the District of product replacement options at the Bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s). In the event that an item is discontinued and the replacement cost is greater than the bid price, the District will pay only the bid price.
- N. **PAYMENT METHODS:** The method of payment will be at the District's sole discretion using any of the following methods:
- a. By warrant (check)
  - b. By "P-card", the District's Visa credit card

The pricing submitted by the Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply, unless otherwise preapproved by the District.

#### IV. SPECIFICATIONS AND PRICE

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	20000	ea	<b>130030</b> – Chromebook Sleeve to meet these specifications: 1. Fits up to 14” Notebook devices; 2. Zippered opening positioned to allow the notebook device to enter horizontally*; 3. Handle located on the same side as the horizontal* opening; and 4. Additional external pocket, optional.		

\*The horizontal side is defined as the longer dimension of the sleeve. The vertical side is defined as the shorter dimension of the sleeve.

ITB #192106 is a rebid of ITB #191206. Exhibit A (Cancellation Notice) lists the samples that were submitted for evaluation for ITB #191206. The products listed on Exhibit A will be evaluated for this bid and will not need to be provided by any Bidder. Samples must be provided for any product not listed on Exhibit A.

Brand Name: \_\_\_\_\_

Model Number: \_\_\_\_\_

Unit Price \_\_\_\_\_

Total Price \_\_\_\_\_

Lead Time ARO Destination \_\_\_\_\_

Number of sleeves per pallet \_\_\_\_\_

#### Comments

1. What, if any, reference information should be included on Purchase Orders issued?
2. What is your policy on backorders?
3. From where and how will the order be shipped?

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

---

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

---

SIGNATURE(S)

DATE

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

## DRUG FREE WORKPLACE

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

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

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

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

Vendor's Signature \_\_\_\_\_

Attachment C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of bidder: \_\_\_\_\_

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

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

Proceed as follows: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

\_\_\_\_\_ The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

\_\_\_\_\_ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's states of bar admission \_\_\_\_\_

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



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

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

POSTING DATE:  
**January 17, 2019**

PURCHASING CONTACT & TELEPHONE:  
**KRISTIN SMITH, PURCHASING AGENT (850-469-6203)**

ITB TITLE:  
**Protective Sleeves for Chromebook Devices**

ITB NUMBER:  
**191206**

**CANCELLATION NOTICE**

ITB #191206 Protective Sleeves for Chromebook Devices has been canceled and no award will be made. A new bid will be issued to address concerns raised which were determined to be best addressed through re-solicitation.

District Remedy: The two (2) previously Pre-Approved products will be replaced in the next bid. The Purchasing Agent listed above will directly notify, by email, each vendor that had participated in ITB 191206 with information for accessing the new bid document. The District will utilize the email addresses previously provided on page 1 of the Bidder's response for this notification.

Bidder Action: Bidders interested in participating in the new bid are required to submit their bid in accordance with the instructions provided. No existing bid submitted for ITB 191206 will be considered during the evaluation of the new bid. It should be noted that not all bids received for this solicitation were in accordance with the requirements and therefore, could not be considered for award. It is the Bidder's responsibility to carefully read and comply with all bid submission requirements.

Brands/Samples: Samples of the following products were received and will not need to be provided by any Bidder. Any other samples that a Bidder would like the District to consider must be submitted in accordance with the stated bid specifications.

- Behr Global, Part # BG122418
- Brenthaven, Part # Tred 14"
- Bump Armor, Part # BA-SLC-13BK
- Bump Armor, Part # BA-SL-13BK
- Bump Armor, Part # BA-SL-14BK
- Bump Armor, Part # BA-SLC-15BK
- Bump Armor, Part # BA-CC-13BK
- Bump Armor, Part # BA-CC-14BK
- Device Wear, Part # Easy Sleeve
- Device Wear, Part # Simple Sleeve
- Higher Ground, Part # CAP013-14GRYPP
- Higher Ground, Part # CAP013-14GRY
- iBenzer, Part # iBCH001F

- iBenzer, Part # iBCH002F
- I-Eco, Part # Me-u Sleeve 14"
- MaxCases, Part # MC-SSP-11GRY
- MaxCases, Part # MC-SS-11GRY
- Nutkase, Part # NK-040B-EL
- Nutkase, Part # NK-050B-EL
- Nutkase, Part # NK-060B-EL
- Seven Professional, Part # CSS4-GRY
- Seven Professional, Part # CSE4-BLK
- Seven Professional, Part # CSE14-BLK
- TechProducts360, Part # TPNSX-184-1401
- VolumeCases, Part # Tote-CS with pockets
- VolumeCases, Part # ZIP-CS

## BIDDER'S CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your Bid, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the Verified column indicating that the item is included in your Bid. We suggest that you include this completed checklist along with your Bid. Items checked Required must be submitted at the time you submit your Bid or your Bid will be declared non-responsive. Items checked Requested should be submitted at the time you submit your bid to facilitate the evaluation process, but will not be cause for declaring your Bid non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The entire Invitation to Bid (ITB) document	1-15
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB & Bidder's Acknowledgement with manual signature	1
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment A)	11
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drug Free Workplace (Attachment B)	12
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bidder's Statement of Principal Place of Business (Attachment C)	13
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If applicable, sample of products not listed as pre-approved products	