



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
July 23, 2019

PURCHASING CONTACT & TELEPHONE:
STACEY MARSHALL (850-469-6208)

RFP TITLE:
PURCHASING VEHICLES FOR DRIVER EDUCATION

RFP NUMBER:
200205

RFP OPENING DATE & TIME:
TUESDAY, AUGUST 6, 2019, 2:00 PM CENTRAL TIME

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 Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM AND AN ORIGINAL, MANUAL SIGNATURE 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___) MINORITY/DISABLED SERVICE VETERAN SUPPLIER___

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County (the "District") is soliciting written proposals from automobile dealerships to purchase twenty-one (21) new compact or mid-sized vehicles for its Driver Education Program. **Automobile dealership** is defined in this solicitation as "a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the vehicle and services of the Manufacturer responsive to this solicitation. Automobile dealership may be Responder owned and controlled, in whole or in part." **New** is defined in this solicitation as, "vehicles of the present, or future year that have not been used, titled, or registered." The primary documentation for the vehicles prior to responding should be the Manufacturer's Certificate of Origin (MCO) as referenced as a **New Automobile** in the "**Automobile Information Disclosure Act.**" The agreement will consist of the commitment of School District business in exchange for the delivery of vehicles with firm prices in a timely manner. This **entire document, pages 1 through 26 must be returned if participating in this solicitation. All items that require a signature or initials must be completed by the Responder.**

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "Vendor", or "Contractor" 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 invoice(s), each bearing the Purchase Order Number, make, model, and Vehicle

Identification Number (VIN) must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations

promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

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

- R. **REMEDIES:** However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price 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 reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the 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 may be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications

will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing no later than 12:00 p.m., Central Time, Monday, July 29, 2019. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda containing any answers to any questions received will be posted no later 5:00 p.m., Central Time, Wednesday, July 31, 2019 to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- W. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be subject to disqualification of your proposal.
- X. **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.
- Y. **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.
- Z. **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.
- AA. Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>.

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. **RFP COMMUNICATION AND PROPOSAL SUBMISSION:** All inquiries concerning this RFP shall be submitted in writing via email or mail no later than 12:00 p.m., Central Time, Monday, July 29, 2019. Responses and/or any needed Addenda to this RFP will be posted to the ECSD's Purchasing Website at: <http://ecsd-fl.schoolloop.com/purchasing> 5:00 p.m., Central Time, Wednesday, July 31, 2019.

Please forward any inquiries to:
Stacey Marshall
Purchasing Department
Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505
Telephone: 850-469-6208
Email: SMARSHALL2@ESCAMBIA.K12.FL.US

For the Escambia County School District to ensure equal treatment of all participating vendors, the above named individual is Escambia County School District's only designated representative for this RFP. Vendors are expected to utilize this representative for ALL information regarding this RFP. Vendors who contact any other District employee regarding the subject of this RFP are subjected to disqualification from participating in this solicitation.

- B. EMPLOYEE SCREENINGS:** If services are to be provided when District students are present, or the Responder will have access to District funds, or the Responder will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Responder providing any services on campus while students are present. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Responder agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- C. RISK MANAGEMENT PROVISIONS:** Anything in the foregoing Articles to the contrary notwithstanding, each Responder thereof hereby agrees to:

1. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT:** 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 Responder (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 Responder 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 Responder.

2. **REQUIRED INSURANCE:**
- a. 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 Responder 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 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.

 - b. If this agreement involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder 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.
- D. **CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- E. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this agreement. The Responder's relationship to the District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.
- As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.
- F. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- G. **GOVERNING LAWS:** This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- H. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to

this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.

- I. **EX PARTE COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Responders or representative 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' proposal. 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 disqualification of the Responders. Any current vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the solicitation.

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

- K. **LICENSE:** The successful Responder(s) must be licensed and bonded to do business in Escambia County, Florida and/or the State of Florida.

- L. **ALTERNATE RFP:** The School District shall have sole discretion in accepting or rejecting any alternate vehicle(s).

- M. **RFP QUANTITIES:** Quantities listed in this RFP are the best estimate provided for Responder information purposes only. No guarantee is given or implied as to the exact quantities that will be needed by the District.

- N. **RESPONDER'S CLERICAL ERRORS:** The Purchasing Agent will correct clerical errors if the errors are evident on the face of the RFP or other documents submitted with the RFP. A clerical error is an error by the Responder 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 RFP). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

- O. **SUBSTITUTIONS:** Only those vehicles proposed shall be delivered. In the event that an automobile is discontinued by the manufacturer, the Responder may not substitute an equivalent automobile without first submitting specifications with any deviations to the original specifications noted. Substitute automobiles replacing a vehicle awarded must be offered at the same price or lower than the discontinued automobile. A new model that directly replaces a discontinued model is not considered a substitution under this paragraph.

- P. **PAYMENT METHOD:** A purchase order will be issued. The pricing submitted by the Responder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Responder 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.
- Q. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Responders having a principal place of business outside the State of Florida. All Responders must complete and submit the “Responder’s Statement of Principal Place of Business”, Attachment - D with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
- R. **DISCLOSURE OF ACCIDENT(S) OR MECHANICAL BREAKDOWN:** If the vehicle is involved in an accident or if it has experienced mechanical breakdown prior to delivery, Responder is required to disclose such information to the District upon delivery.
- S. **VEHICLE TITLE AND REGISTRATION:** The District will be responsible for obtaining the Title and Registration for the awarded vehicles delivered under this solicitation. The Responder(s) shall send any necessary form(s) that must be signed by an authorized representative of the District with the awarded vehicle(s) upon delivery, and the District shall obtain any necessary signature(s) and complete the titling and registration process for the District in a timely manner. Responder(s) will coordinate the delivery of the vehicle title and registration forms with Mr. Steven Harrell, Director of Transportation, at 850-469-5645 or sharrell@escambia.k12.fl.us.
- T. **MISCELLANEOUS:**
1. The District will not be liable for any cost incurred in the preparation of proposals.
 2. The submission of a proposal shall be prima facie evidence that the 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 District such additional information as the District may reasonably require.
 4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
 5. The District reserves the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District’s interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
 6. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
 7. The contract cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

IV. SCOPE OF WORK OR SERVICES

RESPONSIBILITY OF THE RESPONDER: The successful Responder(s) shall perform as following:

1. Provide **new** vehicles for use in the Driver Education Program. The vehicle specifications are as follows:
 - **New** models from the present, or future year that have not been used, titled, or registered models
 - **COMPACT OR MIDSIZED CARS ONLY** will be accepted. Midsize cars are preferred. Review the Environmental Protections Agency (EPA) 2019 Fuel Economy guide lines to know if your proposed midsize vehicle qualifies at: https://www.fueleconomy.gov/feg/byclass/Midsize_Cars2019.shtml
 - Entry level trim (the basic version of the vehicle)
 - Gasoline engines only
 - Equipped with automatic transmission
 - Equipped with power brakes
 - Equipped with power steering
 - Equipped with air conditioning
 - Equipped with **dual brakes** (a brake in the driver's side and a separate brake on the passenger's side)
 - Equipped with four (4) doors that will seat four (4) people at minimum.
 - Equipped with split front seats and center console located parking/emergency brake actuators are preferred
 - Equipped with spare tire and accessories

****VEHICLES SLATED FOR DISCONTINUATION MUST BE IDENTIFIED IN YOUR PROPOSAL****

2. Provide detailed quotes for the vehicle(s) offered and their listed Manufacturer Suggested Retail Price (MSRP).
3. Provide the make, model, and specification sheet(s) of each proposed vehicle type to include a list of all standard vehicle equipment as well as any options being offered and their prices.
4. Provide a copy of the Manufacturer's warranty. The Manufacturer's standard warranty shall cover all awarded vehicles and contractual services of this solicitation. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the vehicles and contractual services specified herein that are sold to any state or local government. The Manufacturer's standard warranty shall have a minimum term of two (2) years from the date of Final Inspection and Acceptance and shall begin only at the time of Acceptance by the District as set forth in Section IX – Evaluation and Award, Paragraph B - Final Inspection and Acceptance, on page 18.
5. Provide a copy of the service and owner's manual and routine maintenance items offered free of charge.
6. Provide a written description of any value added services that the dealership provides to include but not limited to maintenance items offered free of charge.
7. Install dual brakes in each vehicle at the Responder's expense. The dual brakes must be new, unused, and meet its requirements and specifications for the awarded vehicle(s). Responder shall provide the Manufacturer or Original producer, brand name, and product number of dual brakes to be installed with your proposal. The Responder or its Third-Party Installers (agents) shall ensure that all materials used in the installation shall be of good quality and shall be free

of damage or defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Responder or its agents shall protect the vehicle and installation site from damage and shall repair damages or injury caused during installation by the Responder or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Responder or its agents shall promptly restore the structure or site to its original condition. The Responder or its agents shall perform installation work so as to cause the least inconvenience and interference with the District. Upon completion of the installation, the vehicle, location, and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

8. Provide a written description of the vehicle delivery process from the dealership for the vehicles to be shipped to: ECSD Transportation Garage, 100 E. Texar Dr., Pensacola, FL 32503.
9. Prior to delivery to the District, Responder will document and perform a standard Manufacturer's Pre-Delivery Inspection (PDI) of each awarded vehicle. The Responder shall assign a trained and certified representative to perform the vehicle inspection. If requested, PDI forms will be given to the District for use prior to delivery. Responder is responsible for delivering an awarded vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:
 - Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants
 - Check / Fill all fluid levels to assure proper fill
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s)
 - Inflate tires (including any spares) to proper pressures
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Ensure that the vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, dual brakes, and thoroughly tested and ready for operation upon delivery
10. The Responder must give, at minimum, the District twenty-four (24) hours written notice prior to delivery. Notice shall be given to the Director of Transportation, Steven Harrell, who will also coordinate the delivery time and date. Delivery of the awarded vehicle(s) will be made by either private or common carrier transport or with the District's prior approval, delivery may be accomplished by driving the self-propelled motor vehicle under the Responder's supervision to the District's delivery location. The vehicle must have less than two hundred fifty (250) odometer miles at delivery. At the District's option, a vehicle with more than two hundred fifty (250) odometer miles at delivery may be rejected or \$0.50 per mile in excess of two hundred fifty (250) odometer miles may be deducted from the invoice and payment owed to the Responder.

The Responder must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All self-propelled motor vehicles delivered by the Responder to the District shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. The Responder must make every effort to minimize the number of odometer miles at delivery.

11. Maintain at least one (1) factory-authorized service station or servicing dealer within Escambia County or the State of Florida to perform warranty repairs and adjustments needed at no additional cost to the District. The Responder shall be responsible for all repair services performed, regardless of whether the Responder or their approved dealer actually performed the service. **This solicitation does not include "after warranty" service agreements.** Please

provide the location of all factory-authorized service station(s) or servicing dealer with your proposal.

12. Prior to delivery, in the event of an automobile industry strike, Manufacturer's Last Order/Production notice, or vehicle change involving the manufacturer of the vehicles to be furnished, Responder will provide District-approved substitute vehicles to fulfill the Driver Education Program requirements at no additional cost to the District.
13. In the event of a Vehicle Recall for the awarded vehicle(s), any of its components or any parts of the standard vehicle, the Responder shall provide reasonable assistance to the District in developing a recall strategy and shall cooperate with the District in monitoring the recall operation and in preparing such reports as may be required. The Responder shall, at the request of the District, give all reasonable assistance in locating and recovering any equipment or Recalled Equipment that are not in accordance with the requirements of this solicitation. The Responder, at its own cost, shall ensure defective Recalled Equipment is rectified, replaced, or destroyed in compliance with all applicable laws, rules or regulations, and the District's instructions.
14. Responder is not allowed to place either Manufacturer's or Responder's advertising or identification (names, logos, etc) on the awarded vehicle(s) to include all standard equipment, Original Equipment Manufacturer (OEM) Options, accessories and implements, OEM and replacement parts and their components. Vehicle Manufacturing's advertising or identification (name, model, logos, etc.) is permitted on the awarded vehicles if such advertising or identification is a Manufacturer's standard on the specific vehicle. The District, in its sole discretion, shall determine what is the Manufacturer's or Responder's advertising or identification and what advertising or identification is permissible and/or acceptable. The Responder shall be responsible for removing, without damage, all impermissible, or unacceptable advertising or identification.
15. If requested, Responder will permit the District's Transportation personnel to do on-site vehicle inspections prior to delivery.
16. Furnish the District with the complete fleet of assigned vehicles no later than **Monday, September 9, 2019**. If the awarded vehicles are late and replacement vehicles are needed, the Responder(s) will provide District-approved substitute vehicles to fulfill the Driver Education Program requirements. The District will not incur any additional costs for the substitute vehicles.

(Area Left Intentionally Blank)

V. Specifications and Pricing

Responder must list all makes and models being offered and include their unit price and total extended price. The awarded pricing shall be firm for the entire agreement. ***Total Extended Pricing will be all-inclusive and “out the door” to include, but not limited to, volume discounts, OEM rebates/credits, delivery, service charges, and other applicable fees. The Total Extended Price must not include fees for title and registration, after warranty coverage, and taxes.**

The District is exempt from federal and state taxes for tangible personal property. The Responder will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Responder be authorized to use the District's Tax Exemption Number in securing such materials.

The District prefers that the Responder offers pricing for twenty-one (21) vehicles. In the event that the Responder's current inventory is below twenty-one (21), the Responder may offer pricing for the available number of vehicles that meet the RFP specifications.

It is the intent of the District that all specifications herein this solicitation are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of vehicles and contractual services being provided.

PLEASE PROVIDE PRICING PER VEHICLE ON PAGE 15* (If needed, please submit an additional sheet) *Refer to Section IV-Scope of Work or Services, pages 11-13.

(Area Left Intentionally Blank)

VI. PREPARATION AND SUBMISSION REQUIREMENTS

It is the practice of The District to evaluate all responses to Requests For Proposals (RFP) in a public forum open to the Sunshine, pursuant to Florida Statute S286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute Chapter 119, as such any information sent to the District is being sent into the public domain. No action on the part of the Responder would create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential responders exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSALS MUST INCLUDE AND BE IN THE FORMAT AS FOLLOWS: (Proposals not conforming to the instructions provided herein **MAY** be subject to disqualification at the sole discretion of the District.)

1. The **ENTIRE ORIGINAL** RFP document (pages 1-26) and four (4) copies **MUST** be returned.
2. ***Request for Proposal (RFP) & Proposal Acknowledgement:*** This form located on page 1 of the RFP document, must be complete with an **ORIGINAL, MANUAL** signature and returned with your proposal.
3. ***Specifications and Pricing:*** This form located on page (15) of the RFP document, must be complete and returned with the RFP. **Pricing must be submitted in a separate, sealed envelope. Please provide one (1) original and four (4) copies of the Price Sheet on page 15. Please print on the envelope: "COST QUOTATION: RFP #200205 – PURCHASING VEHICLES FOR DRIVER EDUCATION". Your company name must be notated on the form.**
4. ***Drug Free Workplace:*** This form, **Attachment - A** of the RFP document, while not required, will be a determining factor in award between two (2) RFP equal in price, quality and service. If submitting, the signature must be an **ORIGINAL AND MANUAL**.
5. ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:*** This form, **Attachment - B** of the RFP document, must be returned with your proposal completed with an **ORIGINAL, MANUAL** signature.
6. ***State of Florida Vendor Certification Regarding Scrutinized Companies Lists:*** This form, **Attachment - C** of the RFP document, must be returned with your proposal completed with an **ORIGINAL, MANUAL** signature.
7. ***Responder's Statement of Principal Place of Business:*** This form, **Attachment - D** of the RFP document, must be completed and submitted with the response to this solicitation. **TWO (2) SIGNATURES are required on this form: Responder which must be an ORIGINAL, MANUAL signature, and Attorney (if you are an out of state Responder), which does not require an original, manual signature.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustment to pricing when considering solicitations from Responders having a principal place of business outside the State of Florida. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
8. ***Non-Collusion Affidavit:*** This form (**Attachment - E**) must be signed with an **ORIGINAL, MANUAL** signature and returned with your proposal.

9. **Escambia School District Public Records Addendum:** This form (**Attachment - F**) must be initialed by Responder and returned with your proposal.
10. Provide all required documentation for the vehicles as outlined on pages (11-13, Section IV- Scope of Work or Services and attach all documents to the back of your proposal.

All proposals and cost quotations must be received no later than 2:00 p.m., CST, on Tuesday, August 6, 2019. The Responder is responsible for the timely delivery of the proposal and cost quotation to the following address: **Escambia County School District, Purchasing Dept., Attn: RFP#200205, 75 N. Pace Blvd., Pensacola, FL 32505.** It is recommended that the Responder use a method of delivery that can be tracked (certified mail, overnight courier, etc.) Any proposal received after the stated date and time or at other locations **will not** be considered.

VII. PROPOSAL FORMAT AND EVALUATION CRITERIA

In order to maintain comparability and enhance the review process, it is required that the narrative portion of all proposals be organized in the manner specified below. Include all information in your proposal. Responders are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. The number of points in parenthesis is the total potential points for award.

- A. **COMPLETE PROPOSAL RESPONSE (Maximum - 5 points):** Provide a complete proposal with all requested content that has been signed and initialed in required locations as stated in **Section VI. Preparation and Submission Requirements.**
- B. **PROPOSED VEHICLES (Maximum - 10 points):** Provide the specifications of all offered vehicles.
- C. **COST OF VEHICLE (Maximum - 40 points):** The all-inclusive, "out the door" cost to the District.
- D. **DELIVERY AFTER RECEIPT OF ORDER (Maximum - 30 points):** The estimated delivery time after receipt of the Purchase Order.
- E. **DELIVERY PLAN (Maximum - 5 points):** Provide a written description of the vehicle delivery process from the local dealership for the vehicles to be shipped to a District location in Escambia County, Florida. Delivery will not be at an additional cost to the District after acceptance of a Responder's proposal.
- F. **MANUFACTURER'S WARRANTY (Maximum - 10 points):** Provide a separate document that outlines the Manufacturer's Warranty for each make and model of vehicle offered and location of factory-authorized repair shop(s) where warranty work will be performed.

Points will be awarded based on the responses in each proposal received. **Lack of a response for any item above will cause the Responder to receive 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 any such information.

- VIII. TIME SCHEDULE:** The anticipated schedule for this RFP and contract awarded is as follows:
- Tuesday, July 23, 2019,** RFP Distribution
 - Monday, July 29, 2019, at 12:00 p.m. CST,** Deadline for Questions
 - Wednesday, July 31, 2019, by 5:00 p.m. CST,** Answers to Questions posted / Final Addendum Issued (if applicable)
 - Tuesday, August 6, 2019 at 2:00 p.m. CST,** Proposal Opening, copies of proposals distributed to Evaluation Committee
 - Friday, August 9, 2019,** RFP Evaluation
 - Tuesday, August 20, 2019 or sooner,** School Board Approval of Award

Inquiries regarding the status of a proposal must not be made prior to the posting of an award recommendation.

IX. EVALUATION AND AWARD

A. PROPOSAL EVALUATION PROCESS: Proposals are received and publicly opened. Only names of Responders are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.).

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(s) without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder(s); (3) Allow the top ranked Responders to make oral presentations or (4) Award proposals based on group of items, item by item, or any combination, thereof.

Responders are advised to provide their best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal(s) most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Responders cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responders and to negotiate and execute a Contract with the next-ranked Responders.

The District reserves all rights, in its sole discretion, not to issue an award to any Responders, 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 Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

B. FINAL INSPECTION AND ACCEPTANCE: If the awarded vehicle(s) are not inspected at the Responder's location prior to delivery, the District, within five (5) business days of delivery, shall thoroughly inspect the awarded vehicle(s) for acceptability. The District shall compare the physical vehicle delivered, contract prices, discounts, requirements, specifications, terms and conditions, Purchase Order, and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure that the awarded vehicle(s) received meets or exceeds the requirements, specifications, terms, and conditions of this solicitation and Purchase Order. Additionally, the District shall inspect the vehicle(s) for any physical damage.

In the event after delivery, if the District fails to discover an error or defect in the vehicle, the Responder is still obligated to correct any error or damage in the vehicle.

The District and Responder agree that inspection and acceptance shall be the District's responsibility and occur at the location of the District's place of business or designated location, or if the District chooses, at the Responder's place of business. Title and risk of loss or damage to all vehicles shall be the responsibility of the Responder until accepted by the District. The Responder shall be responsible for filing, processing, and collecting all damage claims. The District shall assist the District by:

- Recording any evidence of visible damage on all copies of the delivering Carrier's bill of lading
- Report any known visible and concealed damage to the Carrier and the Responder.
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the Carrier inspect the damaged merchandise
- Provide the Responder with a copy of the Carrier's bill of lading and damage inspection report

Transportation and delivery of awarded vehicle(s) does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the District only after a thorough inspection indicates that the vehicle(s) is undamaged and meets the solicitation requirements, specifications, terms, and/or conditions. If the delivered vehicle(s) is damaged or differ in any respect from the solicitation requirements, specifications, terms, and/or conditions, payment shall be withheld until such time as the Responder completes the required District approved corrective action.

If the vehicle(s) requires service or adjustments as part of the District approved corrective action(s), the Responder shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service dealer or others selected by the District to remedy the defect. The Responder shall initiate such required service or adjustments within two (2) business days following notification by the District. The vehicle(s) shall not be accepted until all service and/or adjustments are satisfactory and the vehicle(s) is re-delivered in acceptable condition approved by the District. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Responder.

Vehicles provided under this RFP are not considered "delivered and accepted" until:

- a.) They are physically on the District's property,
- b.) They are in ready-to-use condition as specified, and
- c.) Title and Registration documents, Pre-Delivery Inspection (PDI) form, manuals, and all associated literature/documents, and keys have been delivered

District Representatives' Contact Information:

For Title and Registration and Delivery: Mr. Steven Harrell, Director of Transportation
850-469-5645, sharrell@escambia.k12.fl.us

For Vehicle Inspection: Mr. Derrick Pires, Manager, Transportation Garage
850-469-5508, dpires@escambia.k12.fl.us

C. DISTRICT'S RIGHTS AND RESERVATIONS:

The District reserves the right to accept or reject any or all proposals.

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.

The District reserves the right, before awarding the Contract, to require Responders(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Responders or the District.

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.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Responders. If an agreement cannot be reached with the highest rated Responder(s), the District reserves the right to negotiate and recommend award to the next highest ranked Responder or subsequent Responder(s) until an agreement is reached.

D. DISPUTE:

Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website at: <http://ecsd-fl.schoolloop.com/purchasing/bids>. 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 Rules and Chapter 120 Florida Statutes. It is the Responder's responsibility to ensure timely filing and receipt of protest by the Purchasing and Business Services Department.

The purchase that is the subject of this Request for Proposal may be deemed essential to the operations of the District. The School Board in order to ensure continuation of services may direct the award recommendation(s) as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Purchasing to negotiate and enter into a short-term contract with the proposed awardee(s) or to purchase essential services/materials on an as-needed basis.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFP's 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 RFP 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 RFPs 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 RFP 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 RFP, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

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

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

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

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

State of Florida

Vendor Certification Regarding Scrutinized Companies Lists

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

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

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

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

RESPONDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Responder)

Name of Responder: _____

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

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

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

OPINION OF OUT-OF-STATE RESPONDER’S ATTORNEY ON RESPONDING PREFERENCES

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

NOTICE: Section 287.084(2), Fla. Stat., provides that “a vendor whose principal place of business is outside this state must accompany any written RFP, 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 RESPONDING PREFERENCES

(Please Select One)

_____The Responder’s principal place of business is in the State of _____and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____The Responder’s principal place of business is in the State of _____and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION RESPONDING PREFERENCES

(Please Select One)

_____The Responder’s principal place of business is in the political subdivision of _____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____The Responder’s principal place of business is in the political subdivision of _____and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s):

Signature of out-of-state Responder’s attorney: _____

Printed name of out-of-state Responder’s attorney: _____

Address of out-of-state Responder’s attorney: _____

Telephone Number of out-of-state Responder’s attorney: (_____) _____ - ____

Email address of out-of-state Responder’s attorney: _____

Attorney’s states of barad mission: _____

Responder’s Printed Name: _____ Signature: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

RESPONDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

RESPONDER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said RESPONDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any RESPONDER, firm, or person to fix the price or prices in the attached Proposal or any other RESPONDER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other RESPONDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires:

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

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

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

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

