



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
February 10, 2021

PURCHASING CONTACT & TELEPHONE:
Travis Thrash; 850.469.6207
tthrash@ecsdfi.us

BID TITLE:
COVID-19 Supplies

BID NUMBER:
211203

BID OPENING DATE & TIME:
Tuesday, March 16, 2021, 2:00 p.m. CST

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

The School District of Escambia County (the District), Florida, 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 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 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 Bids may not be withdrawn for a period of sixty (60) days after the Bid opening unless otherwise specified.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. AN ORIGINAL, MANUAL SIGNATURE, BY AN AUTHORIZED AGENT OF THE BIDDER, IS REQUIRED ON THIS FORM.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOLDISTRICT 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:

9500-PUR-028 (rev Jan 2004)

I. INTRODUCTION

The purpose of this Bid is to establish a six (6) month pricing Agreement for the purchase of various COVID-19-related supplies on an as-needed basis. The District reserves the right to evaluate and award by lot, by partial lot, or by item, at the sole discretion of the District. The term of the Agreement(s) shall be April 21, 2021 through October 20, 2021. All pricing proposed herein shall be firm throughout the full term of the Agreement.

Samples for alternate brands or products which do not have an approved brand identified in this ITB shall be sent to: ECSD Central Warehouse 51 East Texar Drive, Pensacola, FL 32503, and must be received by 4:00 p.m. on Tuesday, March 2, 2021. Refer to Section II, Paragraph T and Section III, Paragraph I. No samples will be accepted for evaluation after the Tuesday, March 2 deadline.

CALENDAR OF EVENTS	
Bid Posting Date	Wednesday, February 10, 2021
Deadline for Questions (See Page 5, Section II. V and Page 7, Section III. J)	Tuesday, February 16, 2021 at 4:00 p.m., CST
Answers to Questions and Any Addendums Posted By (See Page 5, Section II. V and Page 7, Section III. J)	Friday, February 19, 2021 at 4:00 p.m., CST
Deadline for Delivery of Samples (See Page 7, Section III. I)	Tuesday, March 2, 2021 at 4:00 p.m., CST
Bid Opening (See Page 1)	Tuesday, March 16, 2021 at 2:00 p.m., CST
Bid Evaluation	Tuesday, March 23, 2021 at 1:30 p.m., CST
School Board Approval	Tuesday, April 20, 2021
Agreement Start Date	Wednesday, April 21, 2021

II. GENERAL TERMS AND CONDITIONS

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

- A. GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof may, upon mutual agreement of the parties, be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the 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 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 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 District will not accept collect freight charges. (3) No premium carriers will be used for the 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 contents, and reference the respective District-issued purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. INSPECTIONS AND TESTING:** The 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 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 District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER:** The 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 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 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 District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the District. The Bidder will, at the request of the 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 District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Bidder until redelivery thereof to the District.
- L. LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- M. PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted bidder list.
- N. PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the 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 copywrite 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 District and/or is an employee of the District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. TERMINATION: DEFAULT.** The 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 District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The District may terminate for its convenience at any time, in whole or in part any Bid award. In which event of termination for convenience, the 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 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 District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the 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 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 District to reach a preliminary evaluation; (4) the District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the 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 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. **Samples are required for each size and type of glove for which an Alternate Product is submitted.** Bidders are responsible for notifying and arranging for pick up from the 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 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 District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance; (4) Other factors as specified in Section III- Special Conditions. The 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 District has sole discretion in determining testing and evaluation methods. The 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 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 referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing by **Tuesday, February 16, 2021 at 4:00 p.m., CST**. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the receipt of all 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 District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> by **Friday, February 19, 2020 at 4:00 p.m., 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 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 ITB **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 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 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. BACKGROUND SCREENING REQUIREMENTS:** Bidder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Bidder and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the Bidder providing any services on campus while students are present. The Bidder will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder and its employees. The Bidder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd.fl.schoolloop.com>. Bidder will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Bidder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Bidder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling schools to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Bidder agrees to indemnify and hold harmless school, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Bidder's failure to comply with the requirements of this paragraph or

Sections 1012.32 and 1012.465, Florida Statutes. ****For Direct Shipments To The Central Warehouse, Background Screening Requirements Do Not Apply.****

- B. THE BIDDER AS AN INDEPENDENT CONTRACTOR:** The Bidder shall have sole control over the manner and means of providing the services performed under this Agreement. The Bidder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Bidder will not be considered an agent or employee of the District for any purpose. As an Independent Contractor, the Bidder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes, payroll and other taxes, and Workers' Compensation.
- C. EXAMINATION OF RECORDS:** The Bidder 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 Bidder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.
- D. COVENANT AGAINST CONTINGENT FEES:** The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the 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.
- E. FORCE MAJEURE:** A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Bidder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement, except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Bidder from executing its responsibilities under this Agreement, the Bidder must immediately notify the District. The District will not hold the Bidder in default of this Agreement if the Bidder's non-performance is directly caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Bidder from its obligations under this Agreement.
- F. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation (Attachment E). Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.
- G. INVOICING AND PAYMENTS:** All invoices shall reference the appropriate purchase order number and the seven (7) digit District Identification Number shown in Section IV - Pricing. Upon delivery of goods to the District's Central Warehouse, Bidder must send a detailed invoice to the District's Accounts Payable Department, Attention: Accounts Payable, 75 North Pace Boulevard, Pensacola, FL 32505. Invoices will **not** be approved for payment until the goods have been inspected and accepted by a designee of the Central Warehouse.
- H. SHIPMENTS:** All shipments of fifty (50) case lots or more shall be palletized on **48" X 40"** pallets. Slip sheeting is an acceptable alternative. All packing lists and other relevant documentation shall reference the appropriate purchase order number and the seven (7) digit District Identification Number shown in Section IV - Pricing.

- I. ALTERNATE PRODUCTS:** The District typically pre-approves products prior to issuing solicitations; however, some of the products requested in this ITB do not have approved brands listed. Bidders may bid an equivalent product in lieu of the approved item(s). Any product offered by the Bidder which is not listed as approved in this document, including any product offered for an item which does not have an approved brand listed, is an Alternate Product. 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 Bidder's Alternate Product. If approved, the Alternate Product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/or more expensive items, Bidders may send detailed specifications including, but not limited to, photos, drawings, and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Purchasing Agent listed on Page 1 of this ITB.

If Bidder submits a brand or product other than those which are specified as approved brands in Section IV - Pricing, or if no brand/number is specified, a sample must be submitted with the Bid. Samples shall be sent to: ECSD, Purchasing Dept., 75 North Pace Blvd., Pensacola, FL 32505. **Samples must be received by 4:00 p.m., CST on Tuesday, March 2, 2021.**

Samples are required for each size and type of glove for which an Alternate Product is submitted. All samples must be properly labeled with the manufacturer's name, the Bid item number, and the name of the Bidder submitting the sample. Material Safety Sheets are required for chemical products.

- J. COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that Bidders send any questions they may have regarding this solicitation to the designated Purchasing Agent below using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this ITB is **4:00 p.m., CST on Tuesday, February 16, 2021.**

All changes in the specifications contained within this ITB will be made by Addendum. All Addendums concerning this ITB will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>. It is the sole responsibility of each Bidder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage by **4:00 p.m., CST on Friday, February 19, 2021.**

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

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

- K. SUBMISSION REQUIREMENTS:** All documents listed below must be returned in their entirety. **Failure to return all pages of the entire document or any of the items listed below may result in your Bid not being accepted.** Once accepted, all originals and any copies of Bids become the sole property of the District and may be retained or disposed of by the District in accordance with state guidelines. Modifications or alterations to this ITB document are prohibited and will result in the rejection of your Bid.

- 1. The entire ITB document (Pages 1 - 23) must be returned when offering.** The signature on the first page must be an original signature. No fax or email documents will be accepted. In the event that the Bidder makes an error on entering any information and enters a correction, the Bidder must initial the change(s). Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Bid.
- 2. Return your original Bid and three (3) copies.** The copy must be a photocopy of your original Bid and there shall be no difference in the ITB document or attached enclosures. Any difference or failure to include ITB attachments in both sets may cause your Bid to be rejected. **Please mark copies with the word "COPY." ITB documents may be printed double-sided with left margin, book-style binding.** Your original Bid and your three (3) copies must be submitted in a sealed envelope which must be clearly labeled "ITB #211203 – COVID-19 Supplies" on the outside of the package.

3. Copy of Bidder's current business license. Pending licenses will not be accepted.
4. **Section IV. Pricing:** Bidder must bid on at least one (1) item listed in this section. Please ensure that the entire row is completed for each item on which you intend to bid. Failure to bid on at least one (1) item will result in your Bid not being accepted.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Bid. Failure to return this form will result in your Bid not being accepted. Refer to Attachment A.
6. **Escambia School District Public Records Addendum:** This form must be completed in its entirety, signed, and returned with the Bid. Refer to Attachment B.
7. **Escambia School District Risk Management Addendum:** This form must be completed in its entirety, signed, and returned with the Bid. Refer to Attachment C.
8. **Drug Free Workplace:** This form while not required, will be a determining factor in award between two Bids equal in price, quality, and service. If submitting, this form must be completed in its entirety, signed, and returned with the Bid. Refer to Attachment D.
9. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Bid. Refer to Attachment E.
10. **Bidder's Statement of Principal Place of Business:** This form must be completed as prescribed in the directions on the form, signed, and returned with the Bid. Refer to Attachment F.
11. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Bid. Refer to Attachment G.

A Submission Checklist has been provided in Attachment H (Page 23) to assist Bidders in ensuring that their respective Bid includes all of the required documents and attachments. **All Bids and must be received no later than Tuesday, March 16, 2020 at 2:00 PM, CST.** When utilizing the US Mail service or other delivery methods, it is recommended that the Bidder use a method of delivery that can be tracked (certified mail, overnight courier, etc.). The Bidder is responsible for the timely delivery of the Bid and any alternate product samples to the following address:

Escambia County School District
Purchasing Department
Attention: Travis Thrash, BID #211203
75 N. Pace Blvd.
Pensacola, FL 32505

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

L. EX PARTE COMMUNICATION:

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

M. COVENANT AGAINST CONTINGENT FEES: The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the 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 contingency fee.

- N. BID QUANTITIES:** Quantities indicated on this Bid are estimates based on prior and/or expected usage. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuance will be made on an “as needed” basis. The District reserves the right to increase or decrease all estimated quantities during the term of this Agreement or to delete any item or items as it deems appropriate, without affecting the Bid pricing or the terms and conditions of the Bid.
- O. PRODUCT SUBSTITUTION:** The awarded Bidder(s) shall not deliver any alternate products and/or brands without prior, written approval from the District.
- P. DISCONTINUED ITEMS:** In the event the manufacturer/supplier replaces the specified products with a new product, the Bidder will notify the District’s Purchasing Department in writing, and will apprise them of product replacement options at the Contract Price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction.
- Q. PUBLIC ENTITY CRIMES:** Pursuant to § 287.133 Florida Statutes (2020), a Contractor, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a solicitation 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, sub-contractor, 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 Contractor list. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 287.133 Florida Statutes.
- R. E-VERIFY:** Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year. Contractor will certify compliance by completing the attached State of Florida Vendor Certification Regarding E-Verify form (Attachment G) included herein.
- S. MISCELLANEOUS:**
1. The District will not be liable for any cost incurred in the preparation of Bids.
 2. The submission of a Bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
 3. The Bidder shall furnish the District any additional information the District may reasonably require.
 4. The District will not be liable for any costs not included in the Bid and subsequent contracted-for-costs.
 5. The District reserves the right, in its sole discretion, to reject any and all Bids and/or to seek new Bids when such a procedure is reasonable and in the best interest of the District. The District also reserves the right, in its sole discretion, to accept the Bid it considers most favorable to the District’s interests.
 6. The District reserves the right to waive any of the conditions or criteria set forth in this ITB.
 7. The Agreement cannot be assigned to a subcontractor without the prior written approval of the District.
 8. The District reserves the right to purchase unlimited quantities under this Agreement for any facility operated by the District.

IV. Pricing

To complete this section, Bidders must enter the brand and model/product number of their respective offering in the “Brand & Model Number” column, as well as the related pricing in the “Unit Price” column per the unit of measure specified in the “UOM” column. Enter “Yes” or “No” regarding whether an Alternate Product is being submitted in the “Alternate Product” column. **Alternate Product Bids WILL NOT be accepted without a sample. Samples are required for EACH SIZE AND TYPE of glove for which an Alternate Product is submitted. Refer to Section III. I. on Page 7.** The District reserves the right to evaluate and award by lot, by partial lot, or by item, at the sole discretion of the District.

Item #	District ID #	Description & Approved Brands	UOM	Estimated Total 6-Month Quantity	Alternate Product (Yes or No)	Bidder's Brand & Model Number	Bidder's Unit Price	Bidder's Notes
1	120047	Description: MASK, 3-PLY, DISPOSABLE, EARLOOP, NON-MEDICAL, CHILD SIZE, 50 PER BOX Approved Brands/Product #'s: 1.) UNK-CHI-MAS-01 2.) SW-0617S 3.) ZRZ200231DM 4.) BF001 5.) Jiangshun HZA Child Size Option 2 6.) MM-OOS 7.) KP001 8.) Project Graphics 120055 9.) Unipak 120047 10.) E-YOU 11.) BUYER'S POINT BM_50	BOX	3000				
2	120054	Description: DISINFECTANT, NON-TOXIC, 32-OUNCE BOTTLES, 12 PER CASE Approved Brands/Product #'s: 1) Betco, GE Fight Bac, 39012	CASE	3000				

Item #	District ID #	Description & Approved Brands	UOM	Estimated Total 6-Month Quantity	Alternate Product (Yes or No)	Bidder's Brand & Model Number	Bidder's Unit Price	Bidder's Notes
3	120055	Description: MASK, 3-PLY, DISPOSABLE, EARLOOP, NON-MEDICAL, ADULT SIZE, 50 PER BOX Approved Brands/Product #'s: 1.) CUS-MAS-02 2.) SW-0617 3.) ZRZ200231DC 4.) HMA218BLJ2B 5.) BF002 6.) 120066 43 GSM 7.) SAFETY ZONE SPECIALISTS 8.) SP-YOUTH-MASK 9.) WM29 10.) RNE-001 11.) Unipak 120055 12.) SHIFENG 13.) BUYER'S POINT CHILD_BM_50 14.) STARPLUS 15.) ZHANGPU TB-01 16.) JIANGSU 120055 17.) HUBEI KANGCHENG 18.) KINGFA KF-B P01CTB	BOX	6200				

Item #	District ID #	Description & Approved Brands	UOM	Estimated Total 6-Month Quantity	Alternate Product (Yes or No)	Bidder's Brand & Model Number	Bidder's Unit Price	Bidder's Notes
4	120056	Description: SHEILD, FACE, PLASTIC, TRANSPARENT, ANTI-FOG, ≥ 8.75" IN LENGTH; FOAM FOREHEAD STRIP; ELASTIC HEAD BAND; LATEX FREE Approved Brands/Product #'s: 1.) SHO-XXX-FAC-01 2.) ZRZ200231FS 3.) HMA200CLT2D 4.) Project Graphics 120056 5.) GM-888 6.) AL-11FS 7.) SUNWAY MEDICAL SW-0633	EACH	2000				
5	120057	Description: SHIELD, FACE, PLASTIC, HEAVY DUTY, TRANSPARENT, ANTI-FOG, ≥ 8.75" IN LENGTH; FOAM FOREHEAD STRIP; ELASTIC HEAD BAND; LATEX FREE Approved Brands/Product #'s: 1.) GEN - 3122	EACH	1000				
6	120058	Description: DRY WIPES, BUCKET, 300 WIPES PER BUCKET Approved Brands/Product #'s: 1.) NPS Spilfyter 94400 2.) INKJET 40gsm wipe centerpull perforated 3.) INKJET 40gsm wipe everyhand centerpull	EACH	200				

Item #	District ID #	Description & Approved Brands	UOM	Estimated Total 6-Month Quantity	Alternate Product (Yes or No)	Bidder's Brand & Model Number	Bidder's Unit Price	Bidder's Notes
7	120059	Description: DRY WIPES, REFILLS, 300 WIPES PER REFILL, 6 REFILLS PER CASE, TO BE USED WITH ITEM #120058 Approved Brands/Product #'s: 1.) NPS, Spilfyter, 74491 2.) INKJET	CASE	1200				
8	120039	Description: GLOVES, EXAM, NITRILE, SIZE SMALL, NON-STERILE, DISPOSABLE, HYPO-ALLERGENIC, LATEX FREE, POWER FREE, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1) Amercare 700-1 2) Healthgiant 21742 3) First Care/JobGuard SM-NPFG-E 4.) AURELIA 5.) Unipak 120039	CASE	100				
9	120042	Description: GLOVES, EXAM, NITRILE, SIZE MEDIUM, NON-STERILE, DISPOSABLE, HYPO-ALLERGENIC, LATEX FREE, POWER FREE, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) Amercare 700-2 2.) Healthgiant 21743 3.) Aurelia MED-NPFG-E 4.) Unipak 120042 5.) AMBITEX N5201 6.) BASIC NPGF 7002	CASE	300				

Item #	District ID #	Description & Approved Brands	UOM	Estimated Total 6-Month Quantity	Alternate Product (Yes or No)	Bidder's Brand & Model Number	Bidder's Unit Price	Bidder's Notes
10	120043	Description: GLOVES, EXAM, NITRILE, SIZE LARGE, NON-STERILE, DISPOSABLE, HYPO-ALLERGENIC, LATEX FREE, POWER FREE, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) Healthgiant 21744 2.) Amercare 700-3 3.) Aurelia LG-NPFG-E 4.) Unipak 120043 5.) SAFEGUARD L 6.) GUANGZHOU YONGDEBAO	CASE	300				
11	170350	Description: GLOVES, EXAM, NITRILE, SIZE EXTRA LARGE, NON-STERILE, DISPOSABLE, HYPO-ALLERGENIC, LATEX FREE, POWER FREE, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) Amercare 700-4 2.) Aurelia XL-NPFG-E 3.) Unipak 170350 4.) THINSENSE XL 5.) SURECARE NPFT9050	CASE	200				
12	170355	Description: GLOVES, VINYL, SIZE SMALL, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) Unipak 170355 2.) Basic VGPF 3001	CASE	200				

Item #	District ID #	Description & Approved Brands	UOM	Estimated Total 6-Month Quantity	Alternate Product (Yes or No)	Bidder's Brand & Model Number	Bidder's Unit Price	Bidder's Notes
13	170360	Description: GLOVES, VINYL, SIZE MEDIUM, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) SUNNYCARE 2.) Unipak 170360 3.) BASIC VGPF 3002	CASE	400				
14	170365	Description: GLOVES, VINYL, SIZE LARGE, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) Unipak 170365 2.) BASIC VGPF 3003 3.) CUREGUARD 50202	CASE	500				
15	170370	Description: GLOVES, VINYL, SIZE EXTRA LARGE, 100 GLOVES PER BOX, 10 BOXES PER CASE Approved Brands/Product #'s: 1.) Unipak 170370 2.) BASIC VGPF 3004 3.) EMPRESS EVPFXL4004	CASE	300				

ATTACHMENT A

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

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

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME _____

SPONSOR AGREEMENT NUMBER OR PROJECT NAME _____

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

SIGNATURE(S) _____ DATE _____

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

ATTACHMENT B
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

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

Approved:

Initials of Each Signatory:

J. L. Hammons

Joseph L. Hammons
Acting General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
12/14/20

ATTACHMENT C

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



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

**ATTACHMENT D
DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature _____

ATTACHMENT E
State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

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

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

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

Certified By: _____ VENDOR'S AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

ATTACHMENT F

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 Bidder 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: _____

Bidder's Attorney's States of Bar Admission: _____

Bidder's Printed Name: _____ Signature: _____

**Attachment G
State of Florida
Vendor Certification Regarding E-Verify**

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

Contractor hereby certifies compliance with the following:

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

Certified By: _____ VENDOR'S AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

Attachment H Submission Checklist

Use this checklist to ensure that you have included all required items in your Bid. For specific submission instructions, refer to Section III. K. on Pages 7 - 8.

SEALED ENVELOPE:

- _____ Complete Bid (Refer to Section III. K. on Pages 7 - 8) – **One (1), Manually-Signed Original and Three (3) Copies**
- _____ Invitation to Bid (ITB) & Bidder's Acknowledgement Form (Page 1)
- _____ Section IV. Pricing with pricing provided for at least one (1) item listed (Pages 10 – 15)
- _____ Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 16)
- _____ Attachment B - Escambia School District Public Records Addendum (Page 17)
- _____ Attachment C - Escambia School District Risk Management Addendum (Page 18)
- _____ Attachment D - Drug Free Workplace (Page 19)
- _____ Attachment E - Vendor Certification Regarding Scrutinized Companies Lists (Page 20)
- _____ Attachment F – Bidder's Statement of Principal Place of Business (Page 21)
- _____ Attachment G - Vendor Certification Regarding E-Verify (Page 22)