



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE: September 30, 2016	PURCHASING CONTACT & TELEPHONE: Yang Zhang (850) 469-6183 Email: yzhang@escambia.k12.fl.us
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BID TITLE: Custodial Supplies	BID NUMBER: 170703
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BID OPENING DATE & TIME: **Thursday, October 20, 2016** **2:00 pm 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, 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:
 MAILING ADDRESS:
 CITY, STATE, ZIP
 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):
 TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER: EMAIL:
 HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___BIDNET___DEMAND STAR___PRIME VENDOR___
 OTHER___(PLEASE SPECIFY___)

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

AUTHORIZED SIGNATURE:	PRINTED NAME:	TYPED OR
TITLE:	DATE:	

I. INTRODUCTION

The purpose of this bid is to enter into a five-year purchase agreement for custodial supplies. The effect of this arrangement is to speed up the delivery of quality products to the Central Warehouse and to establish stable prices and advance sources of supply. The initial term of the agreement will be effective from January 1, 2017 through December 31, 2017 with four (4) one-year renewal options subject to the availability of lawfully appropriated funds and mutual written acceptance. Any price adjustments must be justified and submitted in writing with supporting documentation by October 1st of each school year to the Purchasing Department. Price adjustments shall be subject to negotiation and approval. Cumulative price increases over the term of the contract will be cause for the agreement to be reviewed for possible termination, rebidding, and/or renegotiation.

Samples for alternate brands shall be sent to: ECSD, Purchasing Dept., 75 North Pace Blvd., Pensacola, FL 32505 to be received by close of business on Thursday, October 13, 2016. Refer to Section II – General Terms, Paragraph T and Section III - Special Conditions, Paragraph F. No samples will be accepted for evaluation after the Thursday, October 13th deadline.

II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number 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 content, and reference the 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 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.

- 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 copy

write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the 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. Bidders are responsible for notifying and making arrangements 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 at least seven (7) workdays prior to the opening date of the Bid. 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> at least five (5) workdays prior to the opening date. 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 bid **must be directed to the designated Purchasing Agent noted on page 1**. Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the 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.flschoolloop.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. **BID QUANTITIES:** Quantities indicated on this bid are estimates based on prior year 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 contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- C. **DOCUMENTATION:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven (7) digit District item identification number shown in the detail specifications.
- D. **TERM OF THE AGREEMENT:** The initial term of the agreement will be effective from January 1, 2017 through December 31, 2017 and renewed annually for four (4) additional one (1) year periods upon availability of lawfully appropriated funds and mutual written acceptance.
- E. **SHIPMENTS:** All shipments of fifty (50) case lots or more shall be palletized on **48" X 40"** pallets. Slip sheeting is an acceptable alternative.
- F. **ALTERNATE PRODUCTS:** The District pre-approves products prior to bid. Offering any product not listed as approved in this document is an alternate bid. Bidders may bid an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the 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 or 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 document.

If bidding an alternative brand/number other than as specified, or if no brand/number is specified, a sample must be submitted with your bid. **Note: samples are required for all gloves (Items 42-45) regardless of brand being bid.** Samples shall be sent to: ECSD, Purchasing Dept., 75 North Pace Blvd., Pensacola,

FL 32505. Samples must be received by close of business day on **Thursday, October 13, 2016.**

All samples must be properly labeled with manufacturer's label, bid item number, and name of bidder submitting sample. Material Safety Data Sheets are required for chemical cleaning solutions.

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

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

- i. *Invitation to Bid (ITB) & Bidder's Acknowledgement*: This form located on page 1 of the bid document, must be complete with an **ORIGINAL** signature and returned with the bid.
- ii. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*: This form, located on pages 20 and 21 of the bid document, with an **ORIGINAL** signature and returned with the bid.
- iii. *Bidder's Statement of Principal Place of Business*: This form, located on page 23 of the bid document, must be completed and submitted with the response to this solicitation. **TWO (2) SIGNATURES are required on this form: Proposer (Bidder), which must be an ORIGINAL signature, and Attorney (if you are an out of state bidder), which does not require an original signature.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustment to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

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

- i. The entire ITB document (pages 1-23).
- ii. Drug Free Workplace: This form, located on page 22 of the bid document, while not required, will be a determining factor in award between two bids equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.

H. PRODUCT SUBSTITUTION: The awarded Bidder(s) shall not deliver any alternate product brand without prior approval from the District.

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

1. Keep and maintain public records required by the District to perform the service.
 - i. 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.dos.state.fl.us/libraryarchives/records-management/general-records-schedules/>).
 - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Bidder'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.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Bidder does not comply with the District's request for records, District shall enforce the provisions in accordance with the award.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the award term and

following completion of the award if the Bidder does not transfer the records to District.

4. Upon completion of the award, transfer, at no cost, to the District all public records in possession of the Bidder or keep and maintain public records required by the District to perform the service. If the Bidder transfers all public records to the District upon completion of the award, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon the completion of the award, the Bidder shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

J. 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 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).**

K. 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.

L. Invoices: All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven (7) digit School District item identification number shown in the detail specification.

IV. SPECIFICATIONS AND PRICE

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
485100 1.	24	ea	BROOMS AND BRUSHES 0305011 -Push Broom, wood back w/handle, 24". Handle to be 60" long. Metal threaded. Soft nylon/horse hair bristles for smooth surfaces. Approved: Weiler #42164, ABCO#BH11004 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
2.	300	ea	0305005 -Broom, House. Duo-Sweep Medium Duty Angle Broom w/12" Flare 48" – Off White. Approved: Carlisle #3686500 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
3.	100	ea	0305007 -Broom, Warehouse, 4SEW Wireband 80/20 Corn, 11/8" BK Handle. Approved: ABCO# BR28SE, Janitor # 28, Crystal Lake #12182, Plave #28 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
485530 4.	90	ea	DUST PANS 0305036 -Dust Pan, 12" beveled edge, 20 ga. Steel, Accept qty. of 12 or 24/ctn. Approved: Greerpress #3912, Continental #715, or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
485530			DUST PANS		
5.	30	ea	0305022 -Lobby Dust Pan, Approx. 5-3/4" Opening x 12" Wide w/ 36-5/8" handle, w/o lid, bronze. Approved: Continental #912, Rubbermaid #2531, or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
485680			MOP BUCKETS, WRINGERS, AND ATTACHMENTS		
6.	24	ea	0305014 -Bucket, Plastic, 10qt. capacity with graduation lines. Approx. 10-1/2" diameter x 10-1/4" height "Brute" bucket. Bucket will resist acids, alkalis, paints, chemicals, and cleaning compounds. Color: Gray. Approved: Rubbermaid #296300, Continental #8110GY or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
485700			MOP AND HANDLES, DRY AND TREATED TYPES		
			Head, Dust Mop, 5" Wide. Washable & Reusable. Approved: Wilen 400, Rubbermaid #K150X, Triple S Infinity AJU or an approved equal. Cut Away or Swivel Snap Style Preferred. No Sting Tie Types. CRYSTAL LAKE DISPOSABLE TYPE IS NO LONGER APPROVED.		
			District Reserves Right To Award Items #7-10 As A Lot		
7.	100	ea	0305048 – 18" Rubbermaid #K152	_____	_____
8.	100	ea	0305051 – 48" Rubbermaid #K157	_____	_____
9.	100	ea	0305049 – 24" Rubbermaid #K153	_____	_____
10.	50	ea	0305050 – 30" Triple S Infinity #AJU30ITW	_____	_____
			SAMPLE REQUIRED FOR EVALUATION AND TESTING		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
485700			MOPS AND HANDLES, DRY AND TREATED TYPES (Cont.)		
			Dust Mop Frame, Metal, designed to be used with a spring clip, swivel head, style handle. Our unit of measure consists of a frame and handle combination and should be priced accordingly.		
			District Reserves Right To Award Items #11 -13 As A Lot		
11.	24	ea	0305037 - 18" Approved: Carlisle #4167100, ABCO #BH24518 or an approved equal Frame: \$_____/ Handle: \$_____ Total: \$_____		
12.	24	ea	0305038 - 24" Approved: Carlisle #4167200, ABCO #BH24524) or an approved equal Frame: \$_____/ Handle: \$_____ Total: \$_____		
13.	24	ea	0305040 - 48" Approved: Carlisle #364724800, ABCO #BH24548 or an approved equal Frame: \$_____/ Handle: \$_____ Total: \$_____		
			_____ Brand Name/Number		
485720			MOPS & HANDLES, WET TYPES		
14.	300	ea	0305047 -Handle, wet mop, quick change type, 7" wide head, 54" smooth hardwood handle, approx. 1-1/4" dia., heavy duty, 5/16" wing nut screw assembly w/channel type cross bar for easy changing of mop head. Approved: Crystal Lake #314543, ABCO #01204NB or an approved equal.		
			_____ Brand Name/Number		
15.	700	ea	0305067 -Mop, commode, white, 12", plastic handle. Approved: Continental #790, Tolco #280100 or an approved equal.		
			_____ Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
485880			SQUEEGEES, SPONGES, AND SCRUBBING PADS *District Reserves Right To Award Items #16-20 As A Lot*		
16.	200	CS	0315075- 20", Nylon Floor Pad (Stripping), black, abrasive resin impregnated nylon, polyester or nylon polyester blend fibers, coarse texture, open mesh, non-woven construction, center- hole punchout plug, min. 3/4" thick, black, packed 5/case. Approved: 3M Scotch Pad, Americo Mfg. #B1, Brillo, Premiere or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
17.	100	CS	0315157- Pad, hi-speed buffer, tan, 20" machine for ultra high speed operation, packed 5/case. Approved: Type Grizzly, Heavy Duty #243736301, Premier Nat 20", Norton Beartex 54-Line Plus Glit/Microtron #20364 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
18.	50	CS	0315320- Pad, scrubbing, 13" red for Nobles Auto Scrubber #2601, packed 5/case. Approved: Niagara #5100N, Regency Professional #2152726, Glit/Microtron #20046 or an approved equal.		
			_____	_____	_____
			SAMPLE REQUIRED FOR ALTERNATE BRAND		
			_____	_____	_____
			Brand Name/Number		
19.	50	CS	0315325- Pad, stripping, 13" black for Nobles Auto Scrubber # 2601, packed 5/case. Approved: Glit/Microtron #20007, Premiere # 4013, Americo #40013 or an approved equal.		
			_____	_____	_____
			SAMPLE REQUIRED FOR ALTERNATE BRAND		
			_____	_____	_____
			Brand Name/Number		
20.	50	CS	0315330- Pad, buffing, 13" white for Nobles Auto Scrubber 2601, packed 5/case. Approved: Premiere, Norton Beartex 54 Line Plus, Glit/Microtron #20007, Americo #40013 or an approved equal.		
			_____	_____	_____
			SAMPLE REQUIRED FOR ALTERNATE BRAND		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
485940					
21.	80	ea	0305153- Garbage can, plastic w'lid, gray, 32 gal. Approved: Rubbermaid #2632 & #2631, White #7732 & #7733, Continental #3200 & #3201 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
22.	100	ea	0305530- Wastepaper basket, rectangular, plastic Light gray, office type, 28 quart capacity, 15" high x 14" wide x 10" deep. Approved: Continental #2818 or an approved equal		
			_____	_____	_____
			Brand Name/Number		
485990					
COMMODITIES NOT OTHERWISE CLASSIFIED					
SAMPLES / MFG. SPECIFICATION SHEETS REQUIRED FOR <u>ALL</u> LINERS**					
23.	3000	cs	0305143- Liner, poly, garbage can. Must fit 33 gallon, approx. 39" long x 33" wide, low density plastic, .70 mil, heavy duty to extra heavy duty, 250/cs. Approved: Calico #9940179, Fortune Plastics 40 x 46 or an approved equal. Color: Black only.		
			State Case Count: _____		
			State Case Weight: _____		
			_____	_____	_____
			Brand Name/Number		
24.	2700	cs	0305215- Liner, garbage can. Must fit 56 gal. can, 43" x 48", .80mil, extra heavy duty, 200/cs. low density plastic, Color: black. Approved: Calico #99400605 or approved equal.		
			State Case Count: _____		
			State Case Weight: _____		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
25.	150	can	0305082- Gum remover, 6 oz. can, 12/cs. Approved: Misty Triple S, Allstar #U17537, Spartan, Triple SSS #05224, Chase Products Spray Pak or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
485990	COMMODITIES NOT OTHERWISE CLASSIFIED				
26.	700	bag	0305069- Vomit absorber (ODAB), mint, 1 lb. bag, 12 bags/cs. Approved: ABC#71324PA, FR Miller Voban, Snee Chemical, Tolco Soakit, or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
735600	WIPING RAGS, ALL TYPES				
27.	1500	bx	0305079- Rags, 10lb. box, cotton, white, 100% terry cloth Approx. 18" x 24". Approved: 537-10 Terry Towel - WR3000W – 10 Terry Towel or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
485000	JANITORIAL SUPPLIES, GENERAL LINE				
28.	60	cs	0305220- Liner, waxed paper, sanitary napkin, 250 bags/cs, 9" x 10" x 3-1/4" to fit wall mounted unit. Approved: Hospital Specialty #HS-6141 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
District Reserves The Right To Award Items #29-33 As A Lot					
29.	1500	ea	0305300- Belt, vacuum, Eureka (Sanitaire). Fits all upright models (except Bravo), "O" ring type #30563A, Genuine Eureka part only. MUST BE CLEARLY MARKED WITH EUREKA BRAND AND PART NO.		
			_____ Brand Name/Number	_____	_____
30.	500	pkg	0305310- Bag, vacuum, F & G, Eureka (Sanitaire), 10 each/pack, disposable dust Bags, Genuine Eureka part only #54924B. No Generic Substitutes		
			_____ Brand Name/Number	_____	_____
31.	124	pkg	0305305- Bag, vacuum, ST Style for Eureka Model #SC888J, 5 bags/pack #63213. Genuine Eureka Parts Only. No Generic Substitutes		
			_____ Brand Name/Number	_____	_____
32.	200	ea	0305315- Bag, vacuum, cloth, Eureka (Sanitaire) red, heavy duty, commercial grade, sealed at top with spring clip to attach bag to vacuum handle, zippered in back down the center to easily install/remove paper bag insert with latch style coupling to securely attach bag to the base of the vacuum. Approved: Genuine Eureka Model #SC886E, Bag #15001-11Only. No Generic Substitutes		
			_____ Brand Name/Number	_____	_____
33.	1500	5gl	0305188- Wax, floor tile, ultra high speed, buffing, 5 gal. cont. Must be a sealer finish; Must be able to use on resilient tile, terrazzo, concrete, cork, linoleum, or rubber flooring. Must have nonvolatile solids "not to exceed" a minimum of 22% and a maximum total solids of 26.5%. Product must not contain any dark resins. Shelf life of at least one year. Must have PH level between 8.1 and 8.9. Must have coverage of 2,000 – 3,000 sq. ft. per gallon. Must respond to buffing and burnishing between 300 rpm and 2000+ rpm. Must meet or exceed slip resistance (ASTMD 2047-93) James Machine 0.5 minimum. Approved: BETCO Hi-Tech #61005 or an approved equal.		
			_____ Brand Name/Number	_____	_____

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
District Reserves The Right To Award Items #34-41 As A Lot					
34.	250	ea	0702960 -Freezer/Cooler Bulb, Plastic coated, 60 Watt. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
35.	350	ea	0702970 -Freezer/Cooler Bulb, Plastic coated, 40 Watt. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
36.	60	ea	0702990 -Bulb Heat Lamp, Infrared, 250 Watt. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
37.	150	ea	0305115 -Bulb Appliance, 40 Watt, Clear. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
38.	150	ea	0305128 -Tube, Fluorescent FBO 32/741 – 6 Hall/OFF. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
39.	60	ea	0305129 -Tube, Fluorescent, F15T8, SP41, ECO. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
40.	60	cs	0305131 -Tube, Fluorescent, F34, T12 24-30-36 per case. Approved: Sylvania or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
41.	500	cs	0305132 -Tube, Fluorescent, F32 T*, SP41, 24-30-36 per case. Approved: Sylvania, GE or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<p>NOTE: Samples required for <u>ALL</u> gloves, Items 42 – 45, regardless of brand being bid. A minimum of five (5) sets of gloves per glove bid must be sent to have your brand bid accepted for that item. Each set of gloves should be sent in either a box or plastic zippered closure bag with brand, bid #, and product # clearly identified.</p>					
42.	150	bx	<p>0120039 – Gloves, Exam, NITRILE, Size Small, Non-Sterile Disposable, Hypo-Allergenic, Latex free, Powder Free, 100/box. M. Phasis, Dynarex 2511, Foodhandler 103-512, Tradex, Amercare 700 series, Skintx TG Medical 17772601, Med-Pride 50703, or approved equal.</p>		
			<hr/> <p>Brand Name/Number</p>		
43.	1850	bx	<p>0120042 – Gloves, Exam, NITRILE, Size Medium, Non-Sterile Disposable, Hypo-allergenic, Latex free, Powder Free, 100/box. M. Phasis, Dynarex 2512, Foodhandler 103-514, Tradex, Amercare 700 series, Skintx TG Medical 17772602, Med-Pride MPR50704, Aurelia, Henry Schein, or approved equal.</p>		
			<hr/> <p>Brand Name/Number</p>		
44.	2000	bx	<p>0120043 or 0205450 – Gloves, Exam, NITRILE, Size Large, Non-Sterile Disposable, Hypo-allergenic, Latex Free, Powder Free, 100/box. M. Phasis, Dynarex 2513, Foodhandler 103-516, Tradex, Amercare 700 series, Skintx TG Medical 17772603, Med-Pride MPR 50705, Aurelia, Henry Schein, or approved equal.</p>		
			<hr/> <p>Brand Name/Number</p>		
45.	300	bx	<p>0205451 – Gloves, Exam, NITRILE, Size X-Large, Non-Sterile Disposable, Hypo-allergenic, Latex Free, Powder Free, 100/box. M. Phasis, Dynarex 2514, Foodhandler 103-518, Amercare 700 series, Skintx TG Medical 17772604, Med-Pride MPR 50706, Aurelia, or approved equal.</p>		
			<hr/> <p>Brand Name/Number</p>		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
485080			BOTTLES, PLASTIC		
46.	200	ea	0305090 -Spray Bottle, plastic 32 oz. with spray attachment. Approved: Continental #932CG-922H or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
47.	24	ea	0305206 -Bottle w/pump, 16 oz. for hand soap. Approx. 2-1/2" wide x 5-1/2" tall w/1-1/4" opening. Approved: Tolco Part #12011 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
485260			CLEANER, TOILET BOWL		
48.	600	gals	0210134 -Bleach, hi-test pool chlorinating Solution, 10% sodium hypochlorite solution or better to control algae growth in District water chillers. Approved: Sunbelt Chemical #120, Smart LiquiShock, Austins Pool Tech Shock 12.5% or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
640750			TOILET TISSUE AND PAPER TOWELS		
			SAMPLES REQUIRED		
49.	300	cs	0305097 - Towels, multi-fold paper, 4000/cs, 9.25" x 9.50". Approved: Wisconsin #1830E, Ft. James Envision, Acclaim Natural #24990, SCA Brand #MK530A, IFC#101751 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
			Product to be shipped on standard 40" x 46" pallets, if shipped stacked 10 tiers high, product must have an additional slip sheet placed between tiers 5 and 6 to facilitate down stacking. Prefer product to be shipped stacked no more than 7 tiers high (49 cases/pallet) to fit clearance through 8' Warehouse doors.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (Cont.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM ID & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
50.	5000	roll	<p>0145549- Towels, paper roll, 2-ply, kitchen type, 11" x 9", 85 sheets or more per roll, 30 rolls/case. Approved: Scott Towel #1482, Windsoft #1220-85, Cellysoft #52480, or an approved equal.</p> <p>State pack size: _____</p>	_____	_____
			_____	_____	_____
			Brand Name/Number		
51.	800	cs	<p>0120049- Facial tissue, 100 count, 30 box per case. Approved: Marcal #2930, IFC#4062, Décor G4062, or an approved equal.</p> <p>One sample box is required.</p>	_____	_____
			_____	_____	_____
			Brand Name/Number		

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 whom 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 proposal 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 proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of 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 it 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.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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 bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder's Signature _____

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

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

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

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

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

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

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

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

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

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

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

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

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

Attorney’s states of bar admission: _____

Proposer’s Printed Name: _____ Signature: _____