



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

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

March 31, 2017

PURCHASING CONTACT & TELEPHONE:

Jim Higgins; 850.469.6183

Email: JHiggins@escambia.k12.fl.us

BID TITLE:

HVAC Air Filters

BID NUMBER:

#171403

BID OPENING DATE & TIME:

Friday, April 14, 2017 at 2:00 PM, Central Time

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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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. 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:)

FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

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

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The purpose of this solicitation is to establish an Agreement for providing and delivering Heating, Ventilation, and Air Conditioning (HVAC) air filters to the Central Warehouse as required by the District on an as needed basis. Upon mutual written agreement and approval by the School Board of Escambia County, Florida, the Agreement will be issued in one (1) year increments for up to five (5) years. The initial term of the agreement will be July 1, 2017 through June 30, 2018.

CALENDAR OF EVENTS	
Bid Posting (See Page 1)	Friday, March 31, 2017
Deadline for Questions (See Page 11)	Thursday, April 6, 2017 at 5:00 p.m., Central
Deadline for Sample Submission (See Page 10)	Friday, April 7, 2017 at 12:00 p.m., Central
Answers to Questions and Any Addendums to the ITB Posted By (See Page 11)	Monday, April 10, 2017 at 5:00 p.m., Central
Bid Opening (See Pages 1 and 11)	Friday, April 14, 2017 at 2:00 p.m., Central
Bid Evaluation	Wednesday, April 19, 2017
Agreement Start Date	Saturday, July 1, 2017

II. GENERAL TERMS AND CONDITIONS

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

all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

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

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. 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 vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.

- Q. DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.
- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The 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, **no later than 5:00 PM, Central time, on Thursday, April 6, 2017.** 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>. Bid tabulations, recommendations, or notices will not be automatically mailed. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules.
- 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. **CONTRACT TERM AND RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each contract year. All pricing/rate schedules proposed herein shall be firm through the first year of the agreement.

For successive years, adjustments to pricing will be negotiable and limited to the appropriate [Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index for South urban; Size B/C](#) as published by the US Department of Labor, Bureau of Labor Statistics in December of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than February 1st of each following year. Rate adjustments will not be automatic. Current year pricing **will** be retained for an additional, successive year if the CPI-U is not greater than

zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Purchasing Department will provide notification of allowable increases, if applicable, by March 1st.

- B. BIDDER QUALIFICATIONS:** Bidder must be licensed and bonded to do business in Escambia County and/or the State of Florida. Bidders shall hold a current business license and shall be qualified to supply products as described herein. Bidder shall furnish all labor, equipment, transportation, and materials necessary to furnish and deliver the products to the District as described herein.
- C. FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete the “*Bidder’s Statement of Principal Place of Business*” Form, and submit it with their response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
- D. BACKGROUND SCREENING REQUIREMENTS:** The successful Bidder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes. **Background screening requirements do not apply for direct shipments to the District’s Central Warehouse.**
- E. COMPLIANCE WITH LAWS:** The Bidder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Bidder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- F. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement will be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- G. CONFLICT OF INTEREST:** The Bidder affirm(s) that, to the best of its knowledge, there exists no actual or potential conflict between the Bidder’s family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Bidder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

- H. 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 will have the right to terminate 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.
- I. FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: 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:
1. Keep and maintain public records required by the School Board to perform the service.
 - a. 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>)
 - b. 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.
 2. 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.
 3. 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.
 4. 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 SCHOOLBOARD.

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

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

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 meetings the Bidder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the bid.

K. 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.

L. DISCONTINUED ITEMS: In the event the manufacturer/supplier replaces the specified products with a new product, the Bidder will notify the Purchasing Agent indicated on page one (1) in writing, and will apprise the District of product replacement options at the bid price, and/or any cost reduction available for the specified product(s). The District reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).

M. PRODUCT SUBSTITUTION: The awarded Bidder shall not deliver any alternate product/brand without prior written approval from the District.

N. MINIMUM DOLLAR/QUANTITY REQUIREMENTS: The District reserves the right to accept or reject minimum dollar/quantity requirements for orders as determined to be in the best interest of the District. Bidders are encouraged to keep minimum dollar/quantity requirements to a low level to prevent undue financial hardship on the District. If minimums are included in response to this solicitation, the Bidder shall attach a special note sheet to the end of this document providing thorough details. The Bidder shall reference said minimums next to each relevant item in the bid as well.

O. BIDDER'S CLERICAL ERRORS: The Purchasing Department will correct clerical errors if the errors are evident on the face of the bid or on other documents submitted with the bid. A clerical error is an error by the Bidder in transcribing its offer. Examples include: typographical mistakes, errors in extending unit prices, transposition errors, arithmetic errors, instances in which the intended correct unit or amount is evident by simple mathematical calculations (for example: a missing unit price may be established by dividing the total price for the units by the quantity of units for that item, or a missing or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the bid). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

P. INVOICING: All invoices, packing lists, and other relevant documentation should reference the appropriate Purchase Order. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect pricing, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the awarded Bidder to reconcile the invoice to the Purchase Order and to notify the purchasing representative of any discrepancies prior to billing. The District will only honor amounts as authorized on the Purchase Order.

- Q. PAYMENT METHODOLOGY:** The method of payment will be at the District's sole discretion using either of the following methods: by warrant (check) or by "P-card" (the District's Visa credit card). The pricing submitted by the Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply, unless otherwise pre-approved by the District.
- R. ACCEPTANCE OF PRODUCTS:** The products to be provided hereunder shall be delivered to the District, in full compliance with the specifications and requirements set forth in this bid. If the product provided by the awarded Bidder is determined to not meet the specifications and requirements of this bid or has concealed damage, whether upon initial receipt and inspection or discovered at a later date, the item will be returned to the awarded Bidder at the awarded Bidder's expense. At the District's direction, the awarded Bidder shall either provide an approved replacement, or provide a full credit for the returned product. The awarded Bidder shall not assess any additional charge(s) for any action taken by the District under this clause.
- S. SAMPLES/ALTERNATE PRODUCTS:** The District pre-approves products prior to the bid opening. 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.

If bidding an alternative brand, other than as specified, samples **must be submitted in the following sizes:** One (1) each of 24x24x1, 24x24x2, and 24x24x4. All samples submitted become the property of the District and will not be returned. The deadline for receipt of samples by the District is **Noon (12:00 p.m., Central time) on Friday, April 7, 2017.** Samples should be delivered to:

Escambia County School District
Attention: Purchasing Department
75 North Pace Boulevard
Pensacola, Florida 32505

Samples should be properly packaged and clearly labeled "**SAMPLES FOR ITB NUMBER 171403**". Samples must also be properly labeled with manufacturer's label, and name of Bidder submitting sample. Please note that samples submitted in accordance with this section, and with Section II.T, by the due date will be evaluated prior to bid evaluation. **No samples will be accepted after the deadline.**

- T. BID DOCUMENTATION AND REQUIRED ENCLOSURES:** Bids may be subject to disqualification, at the sole discretion of the District, if the Bidder does not comply with the instructions provided herein. Bid submissions **must** be in hardcopy format. Fax and/or email submissions will be considered "**non-responsive**".
1. **Failure to return the following items WILL result in your bid not being accepted:**
 - a. **All pages** of this ITB document (pages 1-24).
 - b. A completed and signed "*Invitation to Bid (ITB) & Bidder's Acknowledgement*" Form (page 1 of the bid document). This form must be completed with an **ORIGINAL, manual** signature (**blue ink preferred**) and returned with the bid.
 - c. A completed and signed "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*" Form (see pages 22 and 23 of the

bid document).

- d. Bidder's Pricing (Section VII) located on pages 16 through 20.
- e. A completed and signed "*Bidder's Statement of Principal Place of Business*" Form (see page 24 of the bid document). Please follow all directions on this form. **For OUT-OF-STATE BIDDERS, two (2) signatures are required on this form:**
 - i. **Proposer's Signature** – this is the Bidder's signature which must be an ORIGINAL, MANUAL signature, and
 - ii. **Attorney's Signature** – the signature of the Bidder's attorney is required. An original attorney's signature is not necessary. 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.

If the Bidder's principal place of business is within the State of Florida, an attorney's signature is not required.

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

- a. Signed "*Drug Free Workplace*" Form (see page 21 of the bid document). At minimum, an unsigned form must be returned as part of the entire ITB document (refer to Section III.T.1.a.). While a signed "*Drug Free Workplace*" form is not required, it will be a determining factor in award between two bids that are equal in price, quality, and service.
- b. Product Test Report as specified in Section IV.B. (see page 13).
- c. A list of three (3) professional references (see Section VI.8.). By providing contact information for these professional references, the Bidder authorizes the District to contact and obtain opinions of work performed by the Bidder which may be used in determining award.
- d. A copy of the Bidder's State of Florida Business License. A copy of the license must be submitted prior to the start date of the Agreement. Licenses must be current. Pending licenses will not be accepted.

Faxed or emailed documents will not be accepted. All bids must be received no later than **2:00 p.m., Central on Friday, April 14, 2017**. The Bidder is responsible for the timely delivery of the bid to the following address: Escambia County School District, Purchasing Department, **Attention: ITB #171403 – HVAC Air Filters**, 75 North Pace Boulevard, Pensacola, Florida 32505.

- U. **BID COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that the Bidders send questions using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this Invitation To Bid is **5:00 p.m., Central on Thursday, April 6, 2017**. Any changes in the specifications contained within this ITB will be made by Addendum. Any 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 visit the District's website to determine if an Addendum has been issued in order to obtain said Addendum. Any applicable Addendum and/or responses to questions received will be posted by **5:00 p.m., Central on Monday, April 10, 2017**.

All inquiries regarding this ITB should be addressed to:

Jim Higgins, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505

Email: Jhiggins@escambia.k12.fl.us

In order for the Escambia County School District (the District) to ensure fair and equal treatment of all participating Bidders, the above named individual is the District's only designated representative for this ITB. Bidders shall contact this representative for all information regarding this ITB. Bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.

V. 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, 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 such additional information as the District may reasonably require.
4. The District reserves the right to reject any and all bids and to seek new bids when it is in the best interest of the District.
5. The District reserves the right to waive any of the conditions or criteria set forth in this Invitation To Bid (ITB).
6. The contract cannot be assigned to a sub-contractor without the prior written approval of the School District of Escambia County.

IV. SPECIFICATIONS

The Bidder will be responsible for providing and delivering HVAC Air Filters to the Central Warehouse as required by the District on an as needed basis. The Bidder shall comply with the following specifications.

A. SPECIFICATIONS:

1. Bidder shall provide new, unused HVAC filters currently in production, as specified in Section VII, to the District on an as needed basis. The filter sizes provided in Section VII are the sizes currently utilized by the District. The District reserves the right to add or delete filters as needed when new HVAC systems are installed.
2. All products shall meet applicable federal, state, and local laws and regulations. Where an item requires certification by an independent organization such as Underwriter's Laboratory, verification of such certifications must be furnished by the Bidder, upon request.
3. Air filters and filter media must be of the type designed for catching particulate matter in heating, ventilation, and air conditioning systems used during the normal operations of existing equipment.
4. Unless otherwise specified, filters shall pass all inspection and testing set forth in the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) 52.2 and Underwriters Laboratories, Inc. (UL) 900 Standard.

5. Each filter shall be disposable, factory assembled, and consist of media and frame. The media shall be composed of a continuous synthetic and hydrophobic (non-water absorbing) fibers, thermally bonded and absent of any chemical binders. Filter media that contains acrylic resin binders are not acceptable.
6. To eliminate the possibility of media oscillation and media pull-away, the support grid shall be bonded to all interior surfaces of the frame with solvent-free water-based adhesive. The support grid shall also be formed into a wedge configuration to optimize use of the filter media. To assure accurate pleat alignment, die-cut diagonal frame members shall be bonded to the media pack reducing the potential for air bypass. The filter frame shall be constructed of a two-piece, high wet-strength, .028 minimum thickness beverage board. All corners shall be flush and sealed tight without the use of tape or staples. Non-standard sizes must also meet these specifications.
7. Filters shall be classified for flammability by UL as Class 2.
8. Each filter shall have the name of the manufacturer, model number, nominal frame dimensions, and UL 900 Class 2 number imprinted on the frames.
9. Filters should maintain a mechanical MERV 8 per ASHRAE Standard 52.2 for all sizes, including 1 inch, 2 inch, and 4 inch thickness pleated panels.
10. Common sizes used by the district range from nominal 1 inch to 4 inch thick with varying dimensions.

B. QUALITY ASSURANCE: The manufacturer of HVAC filters provided under the requirements set forth in these specifications shall be able to provide evidence of facility certification to ISO 9001 or objective evidence of a documented quality management system.

The Bidder is responsible for ensuring that components and materials used to manufacture HVAC Air Filters are manufactured, examined, and tested in accordance with referenced specifications and standards, as applicable.

All HVAC Air Filters offered for purchase from vendors shall pass all inspection and testing set forth in ASHRAE 52.2 Appendix J and shall have a UL 900 flammability rating. An independent laboratory product test report, including details as prescribed by current ASHRAE Standards 52.2 Appendix J, using size 24x24x2 nominal filter shall be submitted with bid response.

C. STANDARDS: Unless otherwise stated, the current specifications and standards listed below form a part of the bid specification to the extent indicated herein.

DOCUMENT TITLE	DOCUMENT DESCRIPTION
ASHRAE 52.2	Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
UL 900	Standard for Air Filter Units
State Requirements for Education Facilities (SREF)	Facility Requirements for Education Facilities.

Copies of the above documents may be required by the District and should be obtained from the agency or organization responsible for the creation and publication of the document.

V. DELIVERY AND SHIPPING

It is anticipated that all products bid are in-stock and available for immediate delivery to the District. The District recognizes that certain items bid may have a longer lead time.

- A. **DELIVERY TIME:** If delivery cannot be made within five (5) days after receipt of Purchase Order, please state on the bid sheet when delivery can be made. For example, "Lead time is four (4) weeks after receipt of order." Bidders must take this into consideration when preparing their bids. The District reserves the right to reject bids from Bidders that cannot comply with the delivery requirement.
- B. **DELIVERY CHARGES:** All delivery and shipping charges to the Central Warehouse must be included in the unit price for each bid item. The District may reject bids that contain separate charges for delivery or shipping.
- C. **HOURS OF DELIVERY:** Deliveries shall be scheduled with the Central Warehouse at least twenty-four (24) hours in advance. No deliveries shall be made on Saturdays, Sundays, holidays, or other days when the Warehouse is closed.
- D. **LOCATION:** Unless otherwise specified by the District, all deliveries under this Agreement shall be F.O.B. Point of Destination and shall be delivered to the Central Warehouse located at 51 East Texar Drive, Pensacola, Florida, 32503. Delivery will not be complete until the Central Warehouse has accepted each item (refer to Section III.R.). All disputes shall be between the Bidder and the carrier.
- E. **PACKAGING:** The successful Bidder will be responsible for ensuring that packaging adequately protects all filters from damage while in transit. Boxes that contain individual filter case lots shall exhibit an exterior packing slip listing all filter cases contained in the box. In lieu of an exterior packing list, the information may be clearly printed on the box. HVAC Filter packaging must be designed to assure ease of handling and filter removal. Use of recyclable packaging material is encouraged when possible and cost effective.
- F. **LABELING:** Each carton, package, box and/or container shall have the following labeling, at a minimum: Manufacturer; Filter Size; Filter Rating; and UL Rating.

VI. QUESTIONNAIRE AND RESPONSES

1. Has your company done business with the District before? Yes _____ No _____

2. Please state discount credit for prompt payment, if any, on the line below:

3. Does your company accept Visa-based Purchasing Cards without imposing surcharges or additional fees?
Yes _____ No _____

4. Were samples submitted for alternative item(s) bid?
Yes _____ No _____

5. What is your company's policy/procedure regarding backorders (attach a separate sheet of paper, labeled accordingly, if needed)?

6. What is your company's return policy (attach a separate sheet of paper, labeled accordingly, if needed)?

7. If awarded, how many days of lead time are needed to provide the items upon receipt of a Purchase Order? _____

8. Please provide, at minimum, three (3) different professional references, other than the District. Provide the reference name, phone number, and email addresses.

a. _____

b. _____

c. _____

VII. PRICING

Award will be based on overall lowest price. Quantities indicated on this bid are estimates based on prior year usage. Actual purchases may vary from item to item. 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(s) as it deems appropriate, without affecting the bid pricing or the terms and conditions. **Below, filters are divided into 3 Groups. Please indicate the Unit Price and Extended Price per filter for each group.**

GROUP 1: ASHRAE MERV 8 FILTERS – ONE (1) INCH							
ITEM No.	ITEM SIZE AND DESCRIPTION	MANUFACTURER	MODEL NUMBER	U/M	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	10 x 20 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011020	Case	120		
2	10 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011030	Case	168		
3	11.5 x 29.5 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	12		
4	12 x 12 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011212	Case	108		
5	12 x 16 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011216	Case	24		
6	12 x 20 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011220	Case	384		
7	12 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011224	Case	732		
8	13.5 x 27 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	12		
9	13.5 x 28.5 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	12		
10	14 x 14 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011414	Case	84		
11	14 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011424	Case	12		
12	14 x 25 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011425	Case	252		
13	14 x 28 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	108		
14	14 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011430	Case	72		
15	15 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011524	Case	12		
16	15 x 29 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	84		
17	15 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011530	Case	12		
18	16 x 20 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011620	Case	1272		
19	16 x 21 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011621	Case	48		
20	16 x 22 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011622	Case	12		

GROUP 1: ASHRAE MERV 8 FILTERS – ONE (1) INCH

ITEM No.	ITEM SIZE AND DESCRIPTION	MANUFACTURER	MODEL NUMBER	U/M	EST. QTY.	UNIT PRICE	EXTENDED PRICE
21	16 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011624	Case	12		
22	16 x 25 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011625	Case	2820		
23	16 x 28 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	12		
24	16 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011630	Case	4884		
25	16 x 36 x 1 PP LPD 40 D	Flanders or Approved Equal	80055D01599	Case	24		
26	16.5 x 21 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	12		
27	16.5 x 21.75 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	96		
28	18 x 18 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011818	Case	120		
29	18 x 20 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011820	Case	516		
30	18 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.011830	Case	72		
31	19 x 20 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	12		
32	19.75 x 21 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	288		
33	20 x 20 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012020	Case	5580		
34	20 x 21 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012021	Case	72		
35	20 x 22 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012022	Case	744		
36	20 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012024	Case	1224		
37	20 x 25 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012025	Case	2100		
38	20 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012030	Case	384		
39	20.5 x 20.5 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	60		
40	20.5 x 22.5 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	48		
41	21 x 22 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	240		
42	21 x 23 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	252		
43	21 x 45.5 x 1 PP LPD 40 D	Flanders or Approved Equal	80055D01999	Case	24		
44	21.5 x 21.5 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012152 15	Case	300		
45	21.5 x 22 x 1 PP LPD 40	Flanders or Approved Equal	80055.01499	Case	72		

GROUP 1: ASHRAE MERV 8 FILTERS – ONE (1) INCH							
ITEM No.	ITEM SIZE AND DESCRIPTION	MANUFACTURER	MODEL NUMBER	U/M	EST. QTY.	UNIT PRICE	EXTENDED PRICE
46	21.5 x 23.5 x 1 PP LPD 40	Flanders or Approved Equal	80055.01599	Case	24		
47	21.5 x 26 x 1 PP LPD 40	Flanders or Approved Equal	80055.01599	Case	24		
48	22 x 18 x 1 PP LPD 40	Flanders or Approved Equal	80055.01399	Case	144		
49	22 x 22 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012222	Case	300		
50	22 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012224	Case	72		
51	23 x 24 x 1 PP LPD 40	Flanders or Approved Equal	80055.01599	Case	12		
52	23.5 x 23.5 x 1 PP LPD 40	Flanders or Approved Equal	80055.01599	Case	12		
53	23.5 x 35 x 1 PP LPD 40 D	Flanders or Approved Equal	80055D01999	Case	144		
54	24 x 24 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012424	Case	1056		
55	24 x 30 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012430	Case	12		
56	24 x 35.5 x 1 PP LPD 40 D	Flanders or Approved Equal	80055D01999	Case	24		
57	24 x 36 x 1 PP LPD 40 D	Flanders or Approved Equal	80055D01999	Case	144		
58	25 x 25 x 1 PP 40 M8 LPD	Flanders or Approved Equal	80055.012525	Case	312		
59	30 x 16 x 1 PP LPD 40 D	Flanders or Approved Equal	80055D01599	Case	144		

Please attach an additional sheet describing how many filters are packed per case and how many cases are packed as a pallet for Group 1. Label your attachment "Bid #171403 Price Sheet"

GROUP 2: ASHRAE MERV 8 FILTERS – TWO (2) INCH							
ITEM No.	ITEM DESCRIPTION	MANUFACTURER	MODEL NUMBER	U/M	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	12 x 12 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021212	Case	300		
2	12 x 24 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021224	Case	1776		
3	14 x 20 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021420	Case	168		
4	14 x 25 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021425	Case	144		
5	15 x 20 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021520	Case	192		
6	15 x 25 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021525	Case	120		
7	15.5 x 29.5 x 2 PP LPD 40	Flanders or Approved Equal	80055.02499	Case	30		
8	16 x 20 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021620	Case	4452		
9	16 x 24 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021624	Case	126		
10	16 x 25 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021625	Case	2322		
11	18 x 18 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021818	Case	6		
12	18 x 20 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021820	Case	126		
13	18 x 22 x 2 PP LPD 40	Flanders or Approved Equal	80055.02399	Case	12		
14	18 x 24 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.021824	Case	210		
15	20 x 20 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.022020	Case	3054		
16	20 x 24 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.022024	Case	2172		
17	20 x 25 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.022025	Case	3162		
18	20 x 30 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.022030	Case	66		
19	22 x 22 x 2 PP LPD 40	Flanders or Approved Equal	80055.02499	Case	102		
20	23.5 x 29.5 x 2 PP LPD 40	Flanders or Approved Equal	80055.02699	Case	6		
21	24 x 24 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.022424	Case	2526		
22	25 x 25 x 2 PP 40 M8 LPD	Flanders or Approved Equal	80055.022525	Case	24		

Please attach an additional sheet describing how many filters are packed per case and how many cases are packed as a pallet for Group 2. Label your attachment "Bid #171403 Price Sheet".

GROUP 3: ASHRAE MERV 8 FILTERS – FOUR (4) INCH							
ITEM No.	ITEM DESCRIPTION	MANUFACTURER	MODEL NUMBER	U/M	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	12 x 24 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.041224	Case	840		
2	16 x 20 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.041620	Case	447		
3	16 x 25 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.041625	Case	120		
4	20 x 20 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.042020	Case	744		
5	20 x 24 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.042024	Case	675		
6	20 x 25 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.042025	Case	348		
7	24 x 24 x 4 PP 40 M8 LPD	Flanders or Approved Equal	80055.042424	Case	603		
8	28 x 30 x 4 PP LPD 40 D	Flanders or Approved Equal	80055D04999	Case	12		

Please attach an additional sheet describing how many filters are packed per case and how many cases are packed as a pallet for Group 3. Label your attachment "Bid #171403 Price Sheet".

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 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: _____

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

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

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of Bidder: _____

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

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

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

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

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

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

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

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

Signature of out-of-state Bidder's Attorney: _____

Printed Name of Out-of-State Bidder's Attorney: _____

Address of Out-of-State Bidder's Attorney: _____

Telephone Number of Out-of-State Bidder's Attorney: _____

Email Address of Out-of-State Bidder's Attorney: _____

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

Proposer's Printed Name: _____ Signature: _____