



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

**REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT**

POSTING DATE:  
**July 5, 2019**

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

RFP TITLE:  
**VEHICLES FOR DRIVER EDUCATION PROGRAM**

RFP NUMBER:  
**200105**

RFP OPENING DATE & TIME:

**JULY 22, 2019 2:00 CENTRAL TIME**

**NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.**

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 Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: ) FACSIMILE NUMBER:

EMAIL:

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

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

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County (the "District") is soliciting written proposals from automobile dealerships to lease only or lease to buy new mid-sized vehicles for its Driver Education Program. The current number of mid-sized vehicles needed is twenty - one (21). "New" is defined in this solicitation as, "vehicles of the present, or future year that have not been used, titled, or registered." The only documentation for the vehicles prior to responding should be the **Manufacturer's Statement of Origin** as referenced as a **New Automobile** in the "**Automobile Information Disclosure Act.**" The District reserves the right to increase or decrease the amount of vehicles leased based on need. The agreement will consist of the commitment of School District business in exchange for the delivery of vehicles with firm prices in a timely manner. This **entire document, pages 1 through 22 must be returned if participating in this solicitation. All places that require a signature or initials must be completed by the Responder.**

## II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized 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 Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

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

market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.

- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing no later than 12:00 p.m., Central Time,

Thursday, July 11, 2019. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda containing any answers to any questions received will be posted no later 5:00 p.m., Central Time, Tuesday, July 16, 2019. to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

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

**III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **RFP COMMUNICATION AND PROPOSAL SUBMISSION:** All inquiries concerning this RFP shall be submitted in writing via email or mail no later than 12:00 p.m., Central Time, Thursday, July 11, 2019. Responses and/or any needed Addenda to this RFP will be posted to the ECSD's Purchasing Website <http://ecsd-fl.schoolloop.com/purchasing/bids> by 5:00 p.m., Central Time, Tuesday, July 16, 2019.

Please forward any inquiries to:  
Stacey Marshall  
Purchasing Department  
Escambia County School District  
75 North Pace Blvd.

Pensacola, FL 32505  
Telephone: 850-469-6208  
Email: SMARSHALL2@ESCAMBIA.K12.FL.US

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

**Submit one (1) original, plus four (4) copies of your complete proposal, in a sealed package delivered to:**

**Purchasing Department  
Escambia County School District  
75 North Pace Blvd.  
Pensacola, FL 32505**

**Tag: VEHICLES FOR DRIVER EDUCATION PROGRAM - RFP #200105**

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

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

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

- 1. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:** Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage

which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Responder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Responder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Responder.

2. **REQUIRED INSURANCE:**
  - a. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Responder and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
  - b. If this agreement involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.
- D. **CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- E. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this agreement. The Responder's relationship to the District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.
- F. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The

Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

G. **GOVERNING LAWS:** This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

H. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.

I. **ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM:**

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.

Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for

retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the 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:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' proposal.
- Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Responders. Any current vendor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the solicitation.
- K. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- L. **DELIVERY/ Pick - Up:** All vehicles must be received and signed for by Mrs. Casandra Waller or her designee. Delivery/pick - up appointments must be made at least twenty-four (24) hours in advance by calling 85 -316-3962 or 850-316-3961.
- M. **DELIVERY TIME:** It is anticipated that all products proposed are in-stock and available for immediate delivery. Please state your normal delivery time after receipt of order. The District recognizes that certain vehicles proposed may have a longer lead time. Responder shall indicate those vehicles which have a lead time in excess of fifteen (15) calendar days. For example, "Lead time is four (4) weeks After Receipt of Order (ARO)." Failure to meet delivery schedules may be grounds for contract termination.
- N. **RFP QUANTITIES:** Quantities listed in this RFP are estimates provided for Responder information purposes only. No guarantee is given or implied as to the exact quantities that will be needed by the District.
- O. **RESPONDER'S CLERICAL ERRORS:** The Purchasing Agent will correct clerical errors if the errors are evident on the face of the RFP or other documents submitted

with the RFP. A clerical error is an error by the responder in transcribing its offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the RFP). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.

- P. **PRICING:** It is the Responder's responsibility to ensure that the pricing provided in the RFP will be the pricing used on all purchase/ lease documents.
- Q. **ALTERNATE RFP:** The School District shall have sole discretion in accepting or rejecting any alternate vehicle(s).
- R. **SUBSTITUTIONS:** Only those vehicles proposed shall be delivered. In the event that an automobile is discontinued by the manufacturer, the Responder may not substitute an equivalent automobile without first submitting specifications with any deviations to the original specifications noted. Substitute automobiles replacing a vehicle awarded must be offered at the same price or lower than the discontinued automobile. A new model that directly replaces a discontinued model is not considered a substitution under this paragraph.
- S. **PAYMENT METHODS:** The method of payment will be at the District's sole discretion using any of the following methods:
  - 1. By warrant (check)
  - 2. By "P-card", the District's Visa credit card

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

- T. **FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Responders having a principal place of business outside the State of Florida. All Responders must complete and submit the "Responder's Statement of Principal Place of Business", Attachment - D with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
- U. **AFTER AWARD:** The Driver Education Instructors should be the first point of contact for the Responder for routine issues. Once the RFP is awarded, the winning dealership will be provided with a list of our Instructors and their phone numbers.

The Program Specialist, Mrs. Casandra Waller and her Administrative Secretary, Mrs. Carmen Gustafson should be copied on all correspondence. Any anticipated contract changes must be discussed with the Purchasing Agent Listed on page one (1). Any contract changes must be made in writing, mutually agreed upon, and is subject to approval by the Escambia County School Board.

Casandra Waller, Specialist  
Physical Education, Health, Wellness, Driver Education  
151 East Fairfield Drive  
Pensacola, FL 32503  
850-316-3962 Fax: 850-595-0187  
[cwaller@escambia.k12.fl.us](mailto:cwaller@escambia.k12.fl.us)

Carmen Gustafson Administrative Secretary  
Physical Education, Health, Wellness, Driver Education  
151 East Fairfield Drive  
Pensacola, FL 32503  
850-316-3961 Fax: 850-595-0187  
[cgustafson@escambia.k12.fl.us](mailto:cgustafson@escambia.k12.fl.us)

#### V. MISCELLANEOUS:

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The proposer shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The District reserves the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District's interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
6. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
7. The contract cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

#### IV. SCOPE OF WORK OR SERVICES

The District invites proposals from qualified automobile dealerships to provide leasing only/ lease to own mid-sized vehicles for the Driver's Education program.

The successful automobile dealership will:

Provide new mid-sized vehicles for the Driver Education program with the following specifications:

- "new" models from the present, or future year that have not been used, titled, or registered models
- Vehicles slated for discontinuation will not be considered for award
- **Mid-sized CARS ONLY** will be accepted. Review the Environmental Protection Agency (EPA) 2019 Fuel Economy guide lines to know if your proposed mid-sized vehicle qualifies at:  
[https://www.fueleconomy.gov/feg/byclass/Midsize\\_Cars2019.shtml](https://www.fueleconomy.gov/feg/byclass/Midsize_Cars2019.shtml)
- Entry level trim (the basic version of the vehicle)
- Manufacturer's Suggested Retail Price (MSRP) of up to, but not exceeding twenty - five thousand dollars (\$25,000.00)

- Gasoline engines only
- Equipped with automatic transmission
- Equipped with power brakes
- Equipped with power steering
- Equipped with air conditioning
- Equipped with **dual brakes** (a brake in the driver's side and a separate brake on the passenger's side)
- Equipped with four (4) doors that will seat four (4) people at minimum.
- Equipped with split front seats and center console located parking/emergency brake actuators are preferred

**It is the Districts' intent to evaluate all options provided; however, only one (1) lease only or lease to own option will be awarded.**

Responders must address the following in their proposals:

- Provide detailed quotes for the vehicle(s) offered and their listed MSRP.
- Provide the make, model, and specification sheet(s) of each proposed vehicle type to include a list of all standard vehicle equipment as well as any options being offered and their prices.
- Provide a sample of your dealership's leasing agreement that must include the terms and conditions, interest rate, penalties, annual cost, and total cost.

Responders may address any of the following lease or lease to buy option in their proposal:

**Option A: Lease only**

- (A. 1) A quote of the cost of a one (1) year lease agreement for the quantity of vehicles offered.
- (A. 2) A quote of the cost of a three year (3) year lease agreement for the quantity of vehicles offered.
- (A. 3) A quote of the cost of a five (5) year lease agreement for the quantity of vehicles offered.

**OR**

**Option B: Lease to own**

- (B. 1) A quote of the cost of a one (1) year lease to own agreement for the quantity of vehicles offered.
- (B. 2) A quote of the cost of a three year (3) year lease to own agreement for the quantity of vehicles offered.
- (B. 3) A quote of the cost of a five (5) year lease to own agreement for the quantity of vehicles offered.

- Provide a copy of the Manufacturer's warranty for each vehicle model proposed.
- Provide a description of any value added services the dealership provides to include and maintenance items offered free of charge.
- Provide a written description of the vehicle delivery process from the local dealership for our personnel to pick them up or for the vehicles to be shipped to a school campus location in Escambia County, Florida. Delivery will not be at an additional cost to the District after acceptance of a dealerships proposal.

## V. Specifications and Pricing

Responder must list all makes and models being offered and include their unit price and extended price. You may combine the same vehicle if they are the same year and model. Please make sure you have a total of twenty-one (21) currently available vehicles before submitting this documentation. Make copies as needed of this page if more space is needed.

### Option A: Lease Only

Number of Vehicles	Vehicle Make	Vehicle Model	Model Year

	1 – Year Term (August 1, 2019 – July 31, 2020)	3 – Year Term (August 1, 2019 – July 31, 2022)	5 – Year Term (August 1, 2019 – July 31, 2024)
Annual lease total cost (12 month cost multiplied by the amount of years)			
Interest rate			
Name of financial institution			
Delivery time ARO?			
Is there a penalty for early termination? (Yes or No)	Question 1:	Question 1:	Question 1:
Did you attach it? (Yes or No)	Question 2:	Question 2:	Question 2:

Payment remittance preference (Circle all that is optional)	Monthly	Quarterly	Annually
---	---------	-----------	----------

Responder must list all makes and models being offered and include their unit price and extended price. You may combine the same vehicle if they are the same year and model. Please make sure you have a total of twenty-one (21) currently available vehicles before submitting this documentation. Make copies as needed of this page if more space is needed.

### Option B: Lease to Own

Number of Vehicles	Vehicle Make	Vehicle Model	Model Year

	1 – Year Term (August 1, 2019 – July 31, 2020)	3 – Year Term (August 1, 2019 – July 31, 2022)	5 – Year Term (August 1, 2019 – July 31, 2024)
<b>Annual lease total cost (12 month cost multiplied by the amount of years)</b>			
<b>Interest rate</b>			
<b>Name of financial institution</b>			
<b>Delivery time ARO?</b>			
<b>Is there a penalty for early termination? (Yes or No)</b>	<b>Question 1:</b>	<b>Question 1:</b>	<b>Question 1:</b>
<b>Did you attach it? (Yes or No)</b>	<b>Question 2:</b>	<b>Question 2:</b>	<b>Question 2:</b>

<b>Payment remittance preference (Circle all that is optional)</b>	Monthly	Quarterly	Annually
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## VI. PREPARATION AND SUBMISSION REQUIREMENTS

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

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

1. The **ENTIRE ORIGINAL** RFP document (pages 1-22) **MUST** be returned when Responding with **four (4) copies**.
2. **Request for Proposal (RFP) & Proposal Acknowledgement:** This form located on page 1 of the RFP document, must be complete with an **ORIGINAL** signature and returned with the RFP.
3. **Specifications and Pricing:** This form located on page (14-15) of the RFP document, must be complete and returned with the RFP.
4. **Drug Free Workplace:** This form, **Attachment - A** of the RFP document, while not required, will be a determining factor in award between two (2) RFP equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form, **Attachment - B** of the RFP document, must be returned with the RFP completed with an **ORIGINAL** signature.
6. **State of Florida Vendor Certification Regarding Scrutinized Companies Lists:** This form, **Attachment - C** of the RFP document, must be returned with the RFP completed with an **ORIGINAL** signature.
7. **Responder's Statement of Principal Place of Business:** This form, **Attachment - D** of the RFP document, must be completed and submitted with the response to this solicitation. **TWO (2) SIGNATURES are required on this form: Proposer (Responder), which must be an ORIGINAL signature, and Attorney (if you are an out of state Responder), 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 Responders having a principal place of business outside the State of Florida. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
8. Provide all required quotes, specification sheets, sample lease documents, Manufacturer's warranty, a routine maintenance schedule, and a written delivery method for the vehicles as outlined on pages (12-13) section IV. Scope of Services and attach all documents to the back of this RFP.

## VII. PROPOSAL FORMAT AND EVALUATION CRITERIA

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

- A. **COMPLETE PROPOSAL RESPONSE (Up to 10 points):** Provide a complete proposal with all requested content that has been signed and initialed in required locations as stated in **Section VI. Preparation and Submission Requirements** section.
- B. **PROPOSED VEHICLES (UP to 20 points):** Provide the specifications of all offered vehicles.
- C. **COST OF LEASE (Up to points 40):** The offered overall cost of the lease pricing structure to the District.
- D. **DELIVERY AFTER RECEIPT OF ORDER (Up to 5 points):** The estimated delivery time after receipt of the Purchase Order or Credit Card purchase.
- E. **PENALTY (Up to 5 points):** If the District was to terminate the contract whether for default or convenience describe the penalty for each leasing option.
- F. **DELIVERY PLAN (Up to 10 points):** Provide a written description of the vehicle delivery process from the local dealership for our personnel to pick them up or for the vehicles to be shipped to a school campus location in Escambia County, Florida. Delivery will not be at an additional cost to the District after acceptance of a dealerships proposal.
- G. **MANUFACTURER'S WARRANTY (Up to 10 points):** Provide a separate document that outlines the Manufacturer's Warranty for each make and model of vehicle offered.

Points will be awarded based on the responses in each proposal received. Lack of a response for any item above will cause the Responder to receive (0) zero points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee shall be solely responsible for determining the weight any such information.

## VIII. TIME SCHEDULE

The anticipated schedule for this RFP and contract awarded is as follows:

**Friday, July 5, 2019**, RFP Distribution

**Thursday, July 11, 2019, at 12:00 p.m. CST**, Deadline for Questions

**Tuesday, July 16, 2019, by 5:00 p.m. CST**, Answers to Questions posted / Final Addendum Issued (if applicable)

**Monday, July 22, 2019 at 2:00 p.m. CST**, Proposal Opening, copies of proposals distributed to Evaluation Committee

**Wednesday, July 24, 2019**, Initial Evaluation

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

## IX. EVALUATION AND AWARD

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

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

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

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.

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

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

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

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

## **B. DISTRICT'S RIGHTS AND RESERVATIONS:**

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

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

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

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

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

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

## **DRUG FREE WORKPLACE**

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

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

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

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

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

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

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

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

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

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ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

---

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

---

SIGNATURE(S)

DATE

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

## **State of Florida**

### **Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

Certified By: \_\_\_\_\_  
                    AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name of Responder: \_\_\_\_\_

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

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

**Proceed as follow: IF your principal place of business above is located within the State of Florida, the 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 RESPONDER’S ATTORNEY ON RESPONDING PREFERENCES**

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

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

**LEGAL OPINION ABOUT STATE RESPONDING PREFERENCES**

*(Please Select One)*

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

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

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION RESPONDING PREFERENCES**

*(Please Select One)*

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

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

Signature of out-of-state Responder’s attorney: \_\_\_\_\_

Printed name of out-of-state Responder’s attorney: \_\_\_\_\_

Address of out-of-state Responder’s attorney: \_\_\_\_\_

Telephone Number of out-of-state Responder’s attorney: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_

Email address of out-of-state Responder’s attorney: \_\_\_\_\_

Attorney’s states of barad mission: \_\_\_\_\_

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