



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

## INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

**Thursday, November 4, 2021**

PURCHASING CONTACT & TELEPHONE:

**Travis Thrash: 850.469.6207**

**Email: tthrash@ecsdfi.us**

BID TITLE:

**Lift Trucks for Central Warehouse**

BID NUMBER:

**#220703**

BID OPENING DATE & TIME:

**Friday, December 3, 2021 at 2:00 p.m., CST**

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

The School District of Escambia County (the District), Florida, solicits your company to submit a Bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All Bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the District's Purchasing Office at 75 North Pace Boulevard, Pensacola, Florida, 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 Bids may not be withdrawn for a period of sixty (60) days after the Bid Opening unless otherwise specified.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. DIGITAL OR ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: )

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? 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 purchase four (4) four thousand (4,000) pound capacity narrow aisle lift trucks meeting specifications and including requested add-ons and accessories. Delivery shall be made to the District's Central Warehouse at 51 East Texar Drive, Pensacola, FL 32503.

Samples and/or technical specifications for alternate brands/models shall be delivered to: ECSD Central Warehouse, Attention: Purchasing Department, 51 East Texar Drive, Pensacola, FL 32503, and must be received by 2:00 p.m. on Wednesday, November 24, 2021. Refer to Section II. S. on Pages 4 - 5 and Section III. K. on Page 7. No samples received after the deadline will be considered for evaluation.

CALENDAR OF EVENTS	
ITB Posting Date	Thursday, November 4, 2021
Deadline for Questions (Refer to Section II. V. on Page 5 and Section III. N. on Page 8)	Wednesday, November 17, 2021 at 4:30 p.m., CST
Answers to Questions Posted and Addendum Issued If Needed (Refer to Section II. V. on Page 5 and Section III. N. on Page 8)	Friday, November 19, 2021 by 4:30 p.m., CST
Deadline for Delivery of Samples (Refer to Section III. K on Page 7)	Wednesday, November 24, 2021 at 2:00 p.m., CST
Bid Opening (Refer to Page 1)	Friday, December 3, 2021 at 2:00 p.m., CST
Bid Evaluation	Tuesday, December 7, 2021 at 2:00 p.m., CST
School Board Approval – Agreement Award Date	Tuesday, January 18, 2022

## II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder", "Respondent", "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. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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 awardee(s) 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.
- R. 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.
- S. 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, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the Bid, enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District. 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 be 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.

- T. 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 **by Wednesday November 17, 2021 at 4:30 PM, Central Time**. 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 at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) work days 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. LICENSE:** Bidder must be licensed and bonded to do business within the United States of America. Bidders must provide a copy of their current business license with their response. A performance bond will not be required.
- B. BACKGROUND SCREENING REQUIREMENTS:** The successful Bidder(s) 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(s) 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.
- C. 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.
- D. 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.
- E. CONFLICT OF INTEREST:** The Bidder(s) 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(s) will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
- F. THE BIDDER(S) AS INDEPENDENT CONTRACTOR(S):** The Bidder(s) will have sole control over the manner and means of providing the services performed under this Agreement. The Bidder(s) relationship to the District under this Agreement will be that of an Independent Contractor. The Bidder(s) will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Bidder(s) is/are 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.

- G. COVENANT AGAINST CONTINGENT FEES:** The Bidder(s) 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.
- H. 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.
- I. 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.
- J. WARRANTY AND RESPONSE TIME:** The awarded Bidder shall provide and administer a comprehensive five (5) year warranty for equipment purchased under this Agreement. The warranty period shall begin upon date of acceptance of invoice by the District. Bidder's warranty shall cover all parts and labor required to bring the unit(s) back to full operating condition at no cost to the District. The awarded Bidder must be able to respond to service calls within a four (4) hour period, during normal business hours, after receiving a request from the District. Bidder must provide emergency contact information for warranty service in the space provided on Page 12.
- K. SAMPLES:** Due to the size and cost of the requested equipment, Bidder may forego sending a physical sample; however, if electing to do so, Bidder must provide four (4) copies of technical specifications and literature to allow evaluation of the product(s) bid. The Bidder is responsible for the timely delivery of any samples and/or technical specifications to the following address: ECSD Central Warehouse, Attention: Purchasing Department, 51 East Texar Drive, Pensacola, FL 32503. Sample and/or technical specification packaging must be sealed and must be clearly marked with the Responder's name and "**Samples for ITB #220703 – Lift Trucks for Central Warehouse**" on the outside of the package. Samples and/or technical specifications must be received no later than **Wednesday, November 24, 2021 at 2:00 p.m., CST**. Samples and/or technical specifications received after the stated time and date or delivered to any other location **will not** be considered but will be retained by the District. Refer to Section II. S. on Pages 4 – 5 for additional information regarding samples.
- 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 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. INVOICING AND PAYMENTS:** Upon delivery of the equipment, a detailed invoice shall be submitted to the District's Warehouse Manager or designee. All invoices must reference the District's purchase order number. Invoices will **not** be approved for payment until the equipment has been inspected and accepted by the Warehouse Manager or designee.
- N. BID COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that 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 (ITB) is **Wednesday, November 17, 2021 at 4:30 p.m., Central Time**. All changes in the specifications contained within this ITB will be made by Addendum. All Addendums concerning this ITB will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>.

It is the sole responsibility of each Bidder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage on **Friday, November 19, 2021 by 4:30 p.m., Central Time**.

All inquiries regarding this ITB should be addressed to:

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

In order for 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 who contact any other District employee regarding this ITB are subject to disqualification from participating in this solicitation.**

- O. SUBMISSION REQUIREMENTS:** All documents listed below must be returned in their entirety. **Failure to return any of the items listed below may result in your Bid not being accepted.** Once accepted, all originals and any copies of Bids become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. Modifications or alterations to this ITB document are prohibited and will result in the rejection of your Bid. In the event that the Bidder makes an error on entering any information and enters a correction, the Bidder must initial the change(s). Any Bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Bid.
- 1. The signature page (Page 1) must be signed and returned to signify a valid Bid.** The signature must be an original, manual signature. Failure to return this form will result in your Bid not being accepted.
  - 2. Return your original Bid and three (3) copies.** The copy must be a photocopy of your original Bid and there shall be no difference in the ITB document or attached enclosures. Any difference or failure to include ITB attachments in both sets may cause your Bid to be rejected. **Please mark copy "COPY". ITB documents may be printed double-sided with left margin, book-style binding.** Your original Bid and your three copies must be submitted in a sealed envelope which must be clearly labeled "**BID #220703 – Lift Trucks for Central Warehouse**" on the outside of the package.
  - 3. Copy of Bidder's current business license.** Pending licenses will **NOT** be accepted.
  - 4. Section IV. Specifications and Pricing:** This section must be completed **in its entirety**. Failure to return this section will result in your Bid not being accepted.



5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with your Bid. Failure to return this form will result in your Bid not being accepted. Refer to Attachment A.
6. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with your Bid. Refer to Attachment B.
7. **Escambia School District Public Records Addendum:** This form must be initialed and returned with your Bid. Refer to Attachment C.
8. **Drug Free Workplace:** This form while not required, will be a determining factor in award between two Bids equal in price, quality, and availability. If submitting, this form must be signed and returned with your Bid. Refer to Attachment D.
9. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with your Bid. Refer to Attachment E.
10. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with your Bid. Refer to Attachment F.
11. **Bidder’s Statement of Principal Place of Business:** This form must be completed per the included instructions and returned with your Bid. See Attachment G.

A Submission Checklist has been provided in Attachment H (Page 20) to assist Bidders in ensuring that their respective Bid includes all of the required documents and attachments. Faxed or emailed documents will not be accepted. All Bids must be received no later than **Wednesday, November 24, 2021 at 2:00 p.m., CST**. The Bidder is responsible for the timely delivery of the Bid to the following address: Escambia County School District, Purchasing Department, **Attention: ITB #220703 – Lift Trucks for Central Warehouse**, 75 North Pace Blvd., Pensacola, FL 32505. Once accepted, all originals and any copies of Bids become the sole property of the District and may be retained or disposed of by the District in its sole discretion. Any Bid received after the stated time and date or delivered to any other location will not be considered but will be retained by the District.

**P. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. “Companies” is defined to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists (Attachment H) form included within this solicitation. Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.

**Q. E-VERIFY:** Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or

Escambia County School Board (ECSB). The Contractor is specifically required to complete the State of Florida Vendor Certification Regarding E-Verify (Attachment I) form included within this solicitation. ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

#### **R. 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 the right, in its sole discretion, to accept the Bid it considers most favorable to the District's interests. The District further reserves the right to reject all Bids and to seek new Bids when such a procedure is reasonable and 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 AND PRICING**

**Item #1:** 4,000-pound capacity narrow aisle lift truck, battery powered, 36-volt. **Approved Make/Model:** Hyster N40ZR3 or approved equal. Requested standard and additional features for the approved model are listed below. If bidding an alternate brand or model, or if not including all features listed in this section, Responder must provide detailed specifications describing features of equal or greater quality. The District reserves the right, in its sole discretion, to determine the acceptability of any alternatives offered. Refer to Section II. S. on Pages 4 – 5 and Section III. K. on Page 7.

##### **Features of Approved Model:**

###### **General**

- UL Classification Type "E"
- SubZero Freezer Package - Operating Temperatures -40° F to +120° F
- Truck, traction, and hoist pump
- AC Traction, hydraulic, and steering motors
- Power disconnect switch
- Key start
- 3 Stage Full Free Lift Mast - 5.5" - 191" (4851mm) Maximum Lift Height - 87" (2210mm) Overall Lowered Height
- 36" High load backrest (LBR)

- Carriages & Attachments - Single reach assembly with Integral Sideshift
- Tilting carriage (3 Degrees Forward, 4 Degrees Backward)
- 48" Long x 1.6" Thick x 3.9" Wide (1220mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks
- Basearm – Blunt basearm style; 42" open end clearance; weld-on box
- English Literature Pack and Labels
- Energys 36V Nexsys Maintenance Free Battery with Wall-Mounted Charger

### **Battery**

- Battery Spacer Group - "X" Dimension 38.0" to 38.8" Battery
- Battery Compartment - 16.25" Large (39.0" x 16.25" x 31.5") Battery Weight Range:1,850 - 2,350 lbs.
- Battery Gate Interlock (Left or Right Side Extraction), Includes Electrical Interlocks on both battery side gates to prevent the truck from traveling unless gates are in place.
- Sealed battery rollers

### **Wheels & Tires**

- XL-AC drive tire - 13.5" x 5.5"
- Poly load wheels - high load compound
- Caster wheels - 5" x 3.9" Articulating Steered Tandem High Load Compound Load Wheels with Sealed Bearings

### **Operator Compartment**

- 5" color touch screen intelligent display with battery discharge indicator, lift interrupt, and hour meter
- Energy System: Battery Discharge Indicator set for use with Maintenance Free Battery
- User passwords and operator logs with history
- Steer wheel angle graphic indication
- Truck inspection check list
- Truck speed indication in miles per hour (MPH) or kilometers per hour (KPH)
- Dual USB ports
- Operator sidestance includes multifunction control handle with simultaneous hydraulic functions and variable speed reach/retract, adjustable telescoping armrest, padded operator's compartment, adjustable backrest and armrest support and additional storage compartment. Includes adjustable steer wheel position and cushion ride floor.
- Rotary Joystick
- Low step height
- Padded operator compartment
- Rear post operator protection
- Operator's overhead guard with desktop LED light
- RF Terminal Bracket mounted under the overhead guard, to include power supply for terminal; Unregulated power supply at truck battery voltage, fused and before key switch
- 12 Volt DC Power Supply 10 AMP unregulated power for accessory equipment
- Wire Mesh installed on front screen of the cab for maximum visibility and protection
- Clear mast guard
- Low profile anti-fatigue floormat
- Hyster operator sensing system
- Cushion ride floor system – elastomeric mounts – standard floor suspension
- Electronic horn
- Static discharge strap
- Operator's manual

**Controls**

- Hyster i3 Technology Control System
- 4 (four) operator-selectable programmable performance modes
- Transistor controller with regenerative braking
- Fully proportional lift / lower control
- Powered lowering (when forks are unloaded)
- Regenerative lowering (when forks are loaded)
- Programmable traction speeds and acceleration
- Electric power steering
- Automotive Steering Orientation - when standing in the forks facing position, truck steering will turn vehicle in the same direction as the tiller is turned. (Turn tiller right, truck turns right). When standing in the forks trailing position the opposite occurs (Turn tiller right, truck turns left)

**Lights & Alarms**

- Amber LED Strobe Light, Continuous Operation with Key On
- LED Work Lights, 2 Front and 1 Rear

**Warranty**

- Standard Warranty - 12 Months/Unlimited Hours Full Truck Warranty, 3 Years/ 6,000 Hours Powertrain Warranty, and Lifetime Limited Frame Warranty, **Extended to 5 Year Comprehensive Coverage - Parts and Labor Covered with No Deductible** in accordance with Section III. J. on Page 7

Complete the following table by entering the Brand and Model Bid, the Price Per Unit, and the Total Price. Total Price shall be derived by multiplying the Price Per Unit by the Quantity listed.

ITEM #	BRAND AND MODEL BID	PRICE PER UNIT	QUANTITY	TOTAL PRICE
1			4	

**ADDITIONAL BIDDER INFORMATION**

1. Emergency contact information for warranty service per Section III. J. on Page 7.

Name: \_\_\_\_\_

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

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

2. Did Responder provide a sample and/or technical specifications? (Circle below as appropriate.)

Approved Brand      Physical Sample      Technical Specifications      None

3. Credit discount for prompt payment, if any: \_\_\_\_\_

4. Lead time for delivery of equipment (in days): \_\_\_\_\_

## ATTACHMENT A

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

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

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

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

ORGANIZATION NAME \_\_\_\_\_

SPONSOR AGREEMENT NUMBER OR PROJECT NAME \_\_\_\_\_

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

SIGNATURE(S) \_\_\_\_\_ DATE \_\_\_\_\_

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

**ATTACHMENT B**

**ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)**

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

**A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

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

**B. REQUIRED INSURANCE:**

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

Approved:  
Signer:

Initials of each  
Signer:



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT C**  
**ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM**

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

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

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

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

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

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

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

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

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

Approved:

Initials of Each Signatory:



Ellen D. Odom, General Counsel  
Escambia County, School Board  
75 N. Pace Blvd., Pensacola, FL 32505  
05/17/21

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT D DRUG FREE WORKPLACE

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

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

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under 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: \_\_\_\_\_



**ATTACHMENT E**

**State of Florida  
Vendor Certification Regarding Scrutinized Companies Lists**

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

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

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

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

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

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

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

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

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

Certified By: \_\_\_\_\_  
RESPONDER'S AUTHORIZED SIGNATURE

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

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

**ATTACHMENT F**  
**State of Florida**  
**Vendor Certification Regarding E-Verify**

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

Contractor hereby certifies compliance with the following:

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

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

**ATTACHMENT G**

**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: \_\_\_\_\_

## Attachment H Submission Checklist

Use this checklist to ensure that you have included all required items in your Bid. For specific submission instructions, refer to Section III. O. on Pages 8 – 9.

- \_\_\_\_\_ Samples and/or Technical Specifications and Literature **Delivered to the Central Warehouse PRIOR TO THE STATED DEADLINE** (Refer to Section III. K. on Pages 7) – If providing technical specifications and literature, four (4) copies are required.
- \_\_\_\_\_ Complete Bid **Delivered to the Purchasing Department at 75 North Pace Boulevard** (Refer to Section III. O. on Pages 8 – 9) – **One (1), Manually-Signed Original and Three (3) Copies**
  - \_\_\_\_\_ Invitation to Bid (ITB) & Bidder's Acknowledgement Form (Page 1)
  - \_\_\_\_\_ Section V. Specifications and Pricing (Pages 10 – 12)
    - \_\_\_\_\_ Pricing (Page 12)
      - \_\_\_\_\_ Additional Bidder Information (Page 12)
        - \_\_\_\_\_ 1. Emergency Contact Information for Warranty Service
        - \_\_\_\_\_ 2. Sample Acknowledgement
        - \_\_\_\_\_ 3. Credit Discount
        - \_\_\_\_\_ 4. Lead Time
  - \_\_\_\_\_ Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 13)
  - \_\_\_\_\_ Attachment B - Escambia School District Risk Management Addendum (Page 14)
    - \_\_\_\_\_ Proof of Required Insurance (Certificate of Insurance, Provide on Separate Page)
  - \_\_\_\_\_ Attachment C - Escambia School District Public Records Addendum (Page 15)
  - \_\_\_\_\_ Attachment D - Drug Free Workplace (Page 16)
  - \_\_\_\_\_ Attachment E - Vendor Certification Regarding Scrutinized Companies Lists (Page 17)
  - \_\_\_\_\_ Attachment F - Vendor Certification Regarding E-Verify (Page 18)
  - \_\_\_\_\_ Attachment G – Bidder's Statement of Principal Place of Business (Page 19)