INVITATION TO BID (ITB) & BIDDER’S ACKNOWLEDGEMENT

ISSUE DATE: August 8, 2017

PURCHASING CONTACT: Shanna Duncan (850) 833-5842
shanna.duncan@okaloosaschools.com

ITB TITLE: Paper for Offices and Classrooms
ITB NUMBER: ITB 18-01

ITB OPENING DATE & TIME: August 29, 2017  2:00 P.M. CT

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

The School Board of Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB 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 School Board’s Purchasing Office by the “ITB Opening Date & Time” referenced above. The official clock for the purpose of receiving bids is located in the Purchasing Office. All envelopes containing sealed bids must reference the “ITB Title”, “ITB Number” and the “ITB Opening Date & Time”. The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME: ____________________________________________
MAILING ADDRESS: __________________________________________
CITY, STATE, ZIP: ____________________________________________
FEDERAL EMPLOYER’S IDENTIFICATION NUMBER (FEIN): __________
TELEPHONE NUMBER: _________________________ EXT: _________ FAX: _________________________
EMAIL: _____________________________________________________

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

AUTHORIZED SIGNATURE: _______________________________ PRINTED NAME: _______________________________
TITLE: __________________________________ DATE ________________

Rev: 05/15/17
CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A “SEALED BID”. NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

DELIVER TO:  THE SCHOOL BOARD OF OKALOOSA COUNTY, FL
PURCHASING DEPARTMENT, RM #1
120 LOWERY PLACE, S.E.
FORT WALTON BEACH, FL  32548

SEALLED BID            DO NOT OPEN

SEALED ITB NO:  18-01
ITB TITLE:  Paper for Offices and Classrooms
DUE DATE/TIME:  August 29, 2017   2:00 P.M. CT
SUBMITTED BY:  
NAME OF COMPANY
SECTION 1: GENERAL TERMS AND CONDITIONS

NOTE: The term “Bidder”, “Vendor” or “Contractor” 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. The term the “District”, the “OCSB” or the “School Board”, as used within this ITB, refers to The School Board of Okaloosa County, Florida. The abbreviation “F.S.”, as used within this ITB, refers to “Florida Statutes”. The following instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all Bidders are urged to review these instructions in detail before submitting their bids. These are general instructions for bidding procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Instructions and Addendums.

1. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

2. **BIDDER’S RESPONSIBILITY:** Before submitting their bid, each Bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this ITB. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are part of this ITB. All bid notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to [WWW.FLORIDABIDSYSTEM.COM](http://WWW.FLORIDABIDSYSTEM.COM). It is the Bidder’s responsibility to monitor the website to view current solicitation opportunities and supporting bid documents such as addenda, tabulation sheets, notice of action and notice of award.

3. **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 returned unopened to sender. 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 unless the bid is a competitive solicitation for construction or repairs on a building, then the name of each Bidder and price submitted shall be read at a public bid opening per Section 255.0518 F.S.

4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.

5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
   a) Keep and maintain public records required by the School Board to perform the service.
   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 in Chapter 119, F.S., or as otherwise provided by law.
   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.
   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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored 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.

**e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD’S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@OKALOOSASCHOOLS.COM, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**

**f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.**

6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District’s solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “redacted copy.” The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7. **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.
8. **LICENSES AND PERMITS:** The Bidder shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The Vendor shall save and hold harmless the District as a result of any infraction of the aforementioned.

9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Bidder agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

10. **WARRANTY:** In all cases, Bidder must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the bid to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A, U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.

11. **MATERIAL SAFETY DATA SHEETS:** The District requires that Material Safety Data Sheet (MSDS) be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. The MSDS shall accompany the product shipment. MSDS sheets must also be submitted to the District’s Purchasing Department for any chemical or toxic substance or equipment which uses same prior to a recommendation for award. Failure to submit the required MSDS sheet(s) within forty-eight (48) hours of request may render the bid non-responsive. This information must be provided in compliance with Florida’s Right-To-Know Law.

12. **BRAND NAMES & SAMPLES:** Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be **explained in detail:** otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder’s expense, tagged and labeled with Bidder’s name, item number and bid number.
13. **ALTERNATIVE BIDS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.

14. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor’s or manufacturer’s inventory then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District’s Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

15. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.

16. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction Contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts must be included in the bid price.

17. **INVOICING:** The successful bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 120 Lowery Place S.E., Fort Walton Beach, Florida 32548. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this bid shall be itemized reflecting the items on the purchase order. “Lump sum” invoices shall not be submitted nor will be accepted for multiple line purchase orders.

18. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a Vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.

19. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this ITB, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District’s Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.

20. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District
will not accept or collect freight charges. (C) No premium carriers will be used for the District’s account without prior written consent of the District’s Purchasing Director.

21. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.

22. **PACKING:** All shipments will include an itemized list of each package’s content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.

23. **RISK OF LOSS:** The Bidder assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) 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; (D) 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.

24. **CONFLICT OF INTEREST:** Any award under this ITB is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

25. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "A 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, may not submit a bid on a contract with 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 Section 287.017 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted Vendor list".

26. **PATENTS AND COPYRIGHTS:** Bidder agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for 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 copyright 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 related thereto including, but not limited to, attorney fees, court costs, and expert fees.

27. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

28. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A (E) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
29. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor’s officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as “Additional Insured” on said policies.

30. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor’s failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor’s failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a Vendor has a Level 2 clearance with full access to school property and is valid for five (5) years. A burgundy badge signifies that a Vendor has limited access to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

31. **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** Contractor and Contractor’s employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor’s employees shall abide by School Board
32. TERMINATION OF CONTRACT:
   A. For Convenience:
      The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
   B. For Cause:
      The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

33. FAILURE OF PERFORMANCE / DELIVERY: In case of default by the Contractor after award of bid, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Bidder from the District's bid list for the period of one (1) year, at the option of District officials.

34. EVALUATION / AWARD: Each bid shall be awarded on the basis of the lowest and best bid from a responsive and responsible Bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, and service and past performance of the Bidder. For identical, qualified bids, the recommendation shall be made for a local bidder or, if there is none, by casting lots. Samples of products may be requested when practical. The School Board reserves the right to reject any or all bids, to waive informalities, to make mathematical correction to error/s in any bid, to make award(s) by individual item, group of items, all or none, delivery date/completion date, or a combination thereof; or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the School Board. The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.
Where indicated, quantities are estimated only; the School Board reserves the right to purchase more or less provided orders are placed within the time limits specified. The School Board specifically reserves the right to reject any conditional bid and will normally reject those, which make it impossible to determine the true amount and quality of the bid. The award of the bid shall not constitute an order. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions.

**ANTICIPATED AWARD DATE:** __September 25, 2017__

35. **BID RESULTS:** Bid tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 120 Lowery Place SE, Ft Walton Beach, Florida 32548 and will remain posted for a minimum of 72 hours preceding the Board meeting at which official action will be taken. Bid tabulations with recommended awards are also posted to the District’s Purchasing website at [www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx](http://www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx) and the Florida Purchasing Group website at [www.floridabidsystem.com](http://www.floridabidsystem.com). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

36. **PROTESTS:** All Bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District’s Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

37. **QUESTIONS:** Should any questions arise concerning this bid, please address your questions to the District’s Purchasing Department contact whose name appears on the Invitation to Bid form (Page #1). Questions must be submitted in writing prior to the question deadline to: School Board of Okaloosa County, Purchasing Department, 120 Lowery Place S.E., Ft Walton Beach, FL 32548, by fax to (850) 833-6327 or by email directly to the Purchasing Department contact whose name appears on the Invitation to Bid form.

> Prospective bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this ITB) regarding this bid prior to the posting of the tabulation and award recommendation. Any such contact may be cause for rejection of your bid.

**QUESTION DEADLINE FOR THIS ITB: 08/15/17, 2:00 PM, CT**

38. **ADDENDA:** Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a material effect will be documented and communicated to bidders **only by written addenda.** Verbal responses to bidders’ questions do not constitute an official response unless documented in the form of written addenda and shall be considered **inadmissible** in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your bid as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Any addenda issued to this ITB will be posted to the Florida Purchasing Group Bid System. To access the Bid System go to [WWW.FLORIDABIDSYSTEM.COM](http://WWW.FLORIDABIDSYSTEM.COM). Prior to submitting the bid it shall be the sole responsibility of each bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

39. **BID PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
40. **TERMS OF AGREEMENT:** 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.

**VENDOR PREFERENCE LAW**
The paragraph below will be checked if the Florida Business Preference Law applies to this ITB.

41. **PREFERENCE TO FLORIDA BUSINESSES:** All bidders are hereby notified that this state has a Florida Business Preference Law that this agency is required to comply with in accordance with Sections 287.084(1) & (2) F.S. When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible bid, proposal, or reply is by a Vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Vendor has its principal place of business. In a competitive solicitation in which the lowest bid submitted by a Vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be 5 percent. Section 287.084(1)(a) F.S. does not apply to transportation projects for which federal aid funds are available. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities. 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. A Vendor preference disclosure form as required under section 2 of the state law is included in this bid package and must be completed by all bidders. **Vendor preference disclosure form must be submitted with bid or bid will be declared non-responsive.** For the purpose of this ITB, “principal place of business” means the state in which the Vendor’s high level officers direct, control, and coordinate the Vendor's activities. The Vendor's principal place of business, as represented by the Vendor in its bid, may be relied upon by the District without further inquiry. If the District determines that a Vendor has misrepresented its principal place of business, the Vendor's bid shall be rejected. For the purpose of this ITB, “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services. Under federal regulations, when using federal funds for federally listed child nutrition programs, state or local geographic preferences are not allowed except when purchasing unprocessed agriculture products, state law notwithstanding.

**USE OF FEDERAL FUNDS**
If the District intends to utilize Federal funds to make purchases from this bid, one or more of the paragraphs listed below from the General Terms & Conditions will be checked. Paragraphs not checked below will not apply to this bid.

42. **EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)):**
All Vendors, Contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of $10,000 by the district and their contractors or subgrantees).
43. **COPELAND “ANTI-KICKBACK” ACT (34 CFR 80.36(i)(4))**: All Vendors, Contractors and subcontractors must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). *(Applies to all contracts and subgrants for construction or repair).*

44. **DAVIS-BACON ACT (34 CFR 80.36(i)(5))**: All Vendors, Contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). *(Applies to construction contracts in excess of $2000 awarded by the district and sub-grantees when required by Federal grant program legislation).*

45. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6))**: All Vendors, Contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). *(Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers).*

46. **CLEAN AIR ACT (34 CFR 80.36(i)(12))**: All Vendors, Contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). *(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).*

47. **ENERGY EFFICIENCY (34 CFR 80.36(i)(13))**: All Vendors, Contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

**SCOPE:**
This is a co-operative Invitation to Bid (ITB), issued by the School Board of Okaloosa County, Florida on behalf of the Okaloosa County School District and the Santa Rosa County School District for the purchase and delivery of copy paper at a fixed price for a three (3) year term. Any contract established as a result of this ITB is to be used to replenish site inventories for office and classroom copy paper. Contractor is required to provide inside delivery to all locations within the Okaloosa County School District and Santa Rosa County School District on an as needed basis.

**CONTRACT PERIOD:**
It is anticipated that this contract will commence on or about October 14th, 2017. This contract is to be for a three (3) year period. Either party can cancel the contract, without reason, October 14th of each contract year. Cancellation must be in writing and received 90 days prior to October 14th of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. The resulting contract from this bid can be cancelled by the Okaloosa County School Board at any time for any cause. This condition is not to preclude providing the lowest possible price based on current economic conditions. As per Florida State Statute, this contract will be cancelled if not funded. The normal ending date for this contract shall be October 13th, 2020.

**AWARD:**
This is an all or none award. The contract shall be awarded to the lowest, responsive and responsible bidder that complies with all provisions of this solicitation.

**INTEGRITY OF BID DOCUMENTS:**
Bidders shall use the original bid proposal forms provided by the purchasing department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid proposal form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

**ESTIMATED QUANTITIES:**
It is anticipated that the Okaloosa County School District and the Santa Rosa School District will expend approximately $225,000 annually combined under any contract resulting from this bid. This estimated figure is given only as a guideline for preparing your bid and should not be construed as representing actual figures under the contract.

**ORDERING:**
Vendor shall accept orders by purchase order or purchasing cards (VISA).

**MINIMUM ORDER:**
Vendor shall accept a minimum order of 1 case.

**PRICING:**
All prices bid shall be net and include inside delivery (FOB Destination) to all Okaloosa County School District and Santa Rosa County School District locations.

Price offered shall be firm against any increase for a period of at least 12 months from effective date of contract. Upon completion of this initial period, if vendor has received, or receives during balance of contract period, an increase in price from the mill, they may request, in writing, an increase not to exceed
5% of the current contract price. Any cumulative price increase, which exceeds 15% over the term of the contract, will subject the agreement for review for possible termination, rebidding, and/or re-negotiation.

A sixty (60) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, amount of the increase, items affected, and documentation written on mill letterhead to support that an increase has taken effect. Any increase requested, if acceptable to the District, would apply only to the wholesale cost per cwt. from the mill, will be general throughout the paper industry, and not confined to the contractor supplying the contract paper. **Price increase shall not take effect until the purchasing department issues a formal acceptance letter to the vendor.** Orders issued and received by the vendor prior to any announced price increase shall be provided at the original purchase price and not subject to any increase.

Vendor shall notify the District of a price decrease in writing no later than 20 working days after vendor has received the price decrease notice from the mill. **Price decrease shall not take effect until the purchasing department issues a formal acceptance letter to the vendor.**

**SUBSTITUTIONS:**
Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and it not available from either the contractor’s or the manufacturer’s inventory, then the contractor must provide written notification from the manufacturer that the item has been discontinued. The contractor must file a written request with the Buyer and be granted approval to substitute. Requests to substitute shall be accompanied by complete specifications for the proposed substitute and a sample may be requested.

**SUPPLY REQUIREMENTS:**
In the event a Contractor's mill source should fail to supply paper at any time for any reason during the contract term, it will be the contractor's responsibility to temporarily supply another brand of paper of equivalent quality meeting or exceeding all specifications at the same price, terms and conditions. Contractor shall submit samples of substitute brand paper for approval by the Purchasing Department prior to delivery.

**TRANSPORTATION AND DELIVERY:**
Contract pricing shall include inside delivery (FOB Destination) to all Okaloosa County School District and Santa Rosa County School District locations on an as needed basis. Inside delivery shall consist of the delivery person offloading the ordered products from the delivery vehicle to a specific destination inside the building. The school or department shall specify the contact person and delivery location at the time of the order.

Deliveries for orders less than 200 cartons shall be delivered in 10 business days or less after receipt of order (ARO). Deliveries for orders over 200 cartons shall be delivered in 20 business days or less ARO.

All products shall be packed to ensure safe delivery to destination. Industry standard cartons shall be constructed to ensure acceptance by common or other carriers, for transportation to the point of delivery.

For all products, the standard packaging shall be securely wrapped in moisture resistant material at the mill with content labeling on the end of each ream. Carton containers are to be corrugated and industry standard. Packing quantities shall be as follows: 8-1/2” x 11” and 8-1/2” x 14” sheet sizes shall be ten (10) reams per carton. 11” x 17” sheet sizes shall be five (5) reams per carton.

Unless otherwise specified, each ream or package shall be end-labeled to show brand, size, color and substance. Each carton shall be labeled to show quantity (number of reams and sheets) contained therein.
RETURNS:
Returns for credit or exchange will be handled as follows: vendors shall accept returned items for credit or exchange for products shipped incorrectly (wrong product), or for products that are damaged or defective. There will be no charge to the districts for these returns. Vendor must be notified within ten (10) working days of any such error. Return of items ordered incorrectly by the district is not the responsibility of the vendor. Every order is received at face value. This means that if the requestor puts the wrong stock number on the order and then receives that item, the requestor takes responsibility for that error. The vendor will accept a return for credit for any item that is ordered incorrectly by the district if the requests for returns are made, in writing, within 15 days of receipt of the product. The vendor will be allowed to charge 15% of the cost of the item or items, or a minimum of $10.00, whichever is least, to process the return and restock the item(s). If the agency wishes to return products ordered in error after 15 days, the vendor may take the product back at its discretion. Returned items must be in original cartons, free from damage, and have all accompanying paperwork, i.e. instructions, warranty cards, etc., if applicable.
BID PROPOSAL FORM

ITB 18-01 Paper for Offices and Classrooms

White, premium grade number 4, xerographic dual purpose, cut-size, virgin bond, un-watermarked, minimum 92 brightness, 20 lb. paper, 500 sheets per ream

**ITEM 1:**
8 ½” x 11”
500 sheets/Ream, 10 Reams/Carton
Georgia-Pacific Spectrum Standard Multi-purpose Copy Paper or Equal

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<tr>
<th>Brand Name/Item Number:</th>
<th>Carton Breaks</th>
<th>Price per Carton</th>
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*Truckload price delivered to one location (840 cartons):*

**ITEM 2:**
8 ½” x 14”
500 Sheets/Ream, 10 Reams/Carton
Georgia-Pacific Spectrum Standard Multi-purpose Copy Paper or Equal

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**ITEM 3:**
11” x 17”
500 Sheets/Ream, 5 Reams/Carton
Georgia-Pacific Spectrum Standard Multi-purpose Copy Paper or Equal

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)
SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid packet. We suggest that you include this completed checklist along with your bid. Items checked **Required** must be submitted at the time you submit your bid or your bid may be declared non-responsive. Items checked **Requested** should be submitted at the time you submit your bid to facilitate the evaluation process, but will not be cause for declaring your bid non-responsive.

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