

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE: April 20, 2015

PURCHASING CONTACT: Shirley Alday - (850) 627-9651 Ext 1287

aldays@gcpsmail.com

Food Service Equipment

Bid No. 2015-16: 04

BID OPENING DATE & TIME:

May 12, 2015 @ 2:00 P.M. EST

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

The School Board of Gadsden County, Quincy Florida, requests your company to submit a Sealed Bid for the above referenced goods. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Bids will not be accepted unless all conditions are met. In the event of a conflict of between the General Bid Terms and Conditions and Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. All Bids must be signed by an Agent authorized to bind the Proposer. All bids must be sealed and received in the Superintendent's Office at 35 Martin Luther King Jr. Blvd., Quincy, 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 School District is not responsible for lost or late delivery of Bids by the U.S. Postal Service 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 Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 YUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER _____ (EXT) _____ FACSIMILE NUMBER _____

EMAIL: _____

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 CERIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE: _____

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the Bid in a sealed envelope, type name and address of the bidder on the label and affix the label to the front of the envelope.

The Superintendent's office is open 8 a.m. - 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN
Bid Title: Food Service Equipment	
Bid No.: 2015-16 – 04	
Bid Opened: May 12, 2015 @ 2:00 p.m.	
From: _____	
Address: _____	

Deliver To: School Board of Gadsden County	
Finance / Purchasing Department	
35 Martin Luther King Jr. Blvd.	
Quincy, Florida 32351	
Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN

INTRODUCTION

The purpose and intent of this Invitation to Bid is to secure a firm price and identify a supplier to furnish and deliver specified large cafeteria equipment for the needs of the School District as specified herein.

GENERAL TERMS AND CONDITIONS

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

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 and additional term(s) or for additional quantities (all original terms and conditions will remain in effect).

JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items. SBGC reserves the right to conduct pre-contract negotiations with any and all proposers.

AWARD

The School Board of Gadsden County reserves the right to accept or reject any or all proposals.

The School Board of Gadsden County reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The School Board of Gadsden County reserves the right, before awarding the contract, to require Proposer(s) to submit evidence of qualifications or any other information the School Board of Gadsden County may deem necessary.

The School Board of Gadsden reserves the right, prior to approval, to cancel the RFP or portions thereof, without penalty.

The School Board of Gadsden County reserves the right to further negotiate any proposal, with the highest rated Proposer, the School Board of Gadsden reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

Once the bids are evaluated, the School Board of Gadsden County will **post Notice of Intent to Award on or about May 12, 2015 for 72 hours or three (3) business days.** Failure to file a protest within the time prescribes in s120.57 Fla. Stat. shall constitute a waiver of proceedings.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **(regular) May 26, 2015 board meeting, or earlier if a special meeting is called.**

TERM

The initial term of this contract will be for one (1) year and will begin after the School Board approval, in May, 2015 through May 2016. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.

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 to the sender. **Only sealed Bids received and Time/Date stamped will be accepted.** Bids by Email, fax, telegram, or verbally by phone or in person will not be accepted. 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 exclusions from public disclosure is necessary.

PUBLIC RECORDS LAW

Pursuant to Florida Statutes Chapter 119.071(1), proposals 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 proposal documents or other materials submitted by all proposers in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.

EXEMPT FROM THIS BID

Purchases shall not include items available at lower process on established Florida State Contracts, cooperative bid agreements which are awarded by other Florida School Boards, city, county, or other local governmental agencies, Florida Community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District Reserves the right to bid separately any item if deemed to be in the best interest of the District.

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 request. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this ITB.

OCCUPATIONAL LICENSE

The contractor shall be responsible for obtaining and maintaining throughout the contract period any requires occupational license and other licenses required pursuant to the laws of Gadsden County, or the State of Florida. Every contractor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

WARRANTY

All goods and services furnished by the Bidder, relating to and pursuant to this ITB 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.

PRICING

All pricing will include all packaging, handling, shipping charges (if any) and delivery to any point within Gadsden County, Florida to a secure area or inside delivery.

QUANTITIES

The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

FEDERAL AND STATE TAX

The Board is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with SBGC will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with SBGC, nor will any proposer be authorized to use SBGC's Tax Exemption Number in securing such materials.

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 they are dated.

TRANSPORTATION AND TITLE

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. The shipper will prepay all transportation charges if any. The School District will not accept collect freight charges. No premium carriers will be used for the School District's account with prior written consent of the Assistant Superintendent for Business and Finance.

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.

INSPECTION AND TESTING

The School District will have the right to expedite, inspect and test any of the goods or work covered by this ITB. 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. ..

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 cost 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 practice, or terminate the work in accordance with the provisions of the Bid terms and conditions.

CANCELLATION OF AWARD/TERMINATION

SBGC reserves the unilateral right to terminate the contract, without cause, upon ninety (90) days written notice. SBGC shall be entitled to pursue all remedies available at law and/or in equity. In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

INSURANCE AND INDEMNIFICATION

The Bidder agrees to indemnify and save harmless the School Board, 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 good or services, except to the extent that such damage is due solely and directly to the negligence of the School Board. **The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board. The Bidder will, at the request of the School District, supply certificates evidencing such coverage and listing the School Board of Gadsden as "Additional Insured" on said policies.**

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.

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 Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and the rules and regulations promulgated there under. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability 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.

PUBLIC ENTITY CRIMES

Per the provision of Florid Statutes 87.133(2)(A), A person or affiliate who has been placed on the convicted vendor lost following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or rely on a contract with a public entity for the construction or repair of a building or public work; may not submit bids, proposals, or relies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.'

The prospective bidder certifies, by submission and signature of this bid, neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florid Statute 287.133 from participating in this contract.

FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110- (ED80-0013).

- a. The prospective lower tier (\$100,00) participate certifies, by submission and signature of this bid, 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.
- b. 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 bid.

DRUG-FREE WORKPLACE CERTIFICATION

The bid preference shall be given to business with drug-free workplace programs whenever two or more bids are equal with respect to price, quality, and service and are received by the state or by any political subdivision for the procurement of commodities or contractual services. Established procedures for processing tie bids, as more fully set forth herein, will be followed if none of the tied vendors have a drug-free workplace program.

AUDITS, RECORDS, AND RECORDS RETENTION

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 not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transaction between the District and Bidder.

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, State or other personnel duly authorized by the District.
5. Persons duly authorized by the District and Federal auditors, pursuant to Title 45, Code of Federal Regulations, Part 92.36 (1) (10), and title 34, Section 80.36(i), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the forms in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved sub-contacts and assignments.

BACKGROUND SCREENING

As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the SBGC to contract with your company. By responding to this Request for Proposal, you agree to abide by all SBGC policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468 There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building

35 Martin Luther King, Jr., Blvd.

Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department, Sharon Gilcrease @ 850-627-9651 ext. 1244 or gilcreases@gcpsmail.com

RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES

If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for School Board of Gadsden County.**

CONTACT WITH STUDENTS

No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

SAMPLES AND 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 expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model specified will be considered. The School District reserves the right to determine the acceptability of any alternatives offered.

EVALUATION CRITERIA

Proposals will be evaluated by an evaluation committee, the composition of which will be determined by Paula Milton, School Food Service Manager. Proposals that do not conform to mandatory requirements will be rejected. The evaluation committee's recommendations and findings will be tabulated and ranked by the committee. Evaluation of proposals will be made to ascertain which proposer best meets the needs of SBGC,

Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors may be used in evaluation of this bid. The School District reserves the right to evaluate by lot, 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 the determining, testing and evaluation methods.

PRICE ESCALATION

In the event of unforeseen circumstances that directly impact the pricing and /or servicing of this contract, the District reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the District.

The District may consider pricing increases of the bid item(s) if the following conditions occur:

1. There is a verifiable price increase of the bid item(s) to the contract supplier.
2. The contractor submits to the District, in writing, notification of price increases.
3. The price increase shall be comparable to documented manufacturers' or distributor's price changes or changes in industry related indices.
4. The contractor shall submit the above information to the Purchasing thirty (30) days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the above mentioned conditions, the Purchasing Agent will review the information to determine if it is in the best interest of the District to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The District reserves the right to deny any requests for price increases. The contractor must receive written notification from the Purchasing Agent that the District is in acceptance of the new prices before processing any orders with the new costs.

BID SUBMITTAL FORM

To: The School Board of Gadsden County, Florida _____, 2015
 Purchasing Department
 35 Martin Luther King, Jr. Blvd.
 Quincy, Florida 32351

The undersigned hereby declare that [firm name] _____

_____ has carefully examined the specifications to furnish and deliver by June 18, 2015. If you cannot meet this deadline what date can you meet? _____, 2015 June 9th 4 day work weeks begin.

Food Service Equipment

Item	Description	Est. Qty	Price/Ea.	Extended P=Price
1.	Proofer/Holding Cabinet Metro C519-CFC-4 C5 or equal 120V/60/1-ph, 2000 watts, 16.7 amps	5	\$ _____/each	\$ _____
2.	Reach-In Freezer True TS-49 49.0 Cu. Ft or equal Two (2) solid, self-closing doors, Mobile, Self-contained, 54" wide, 2 section, 3 shelves, 2 solid doors. Exterior: Stainless Steel w/Alum back. Interior: White or Aluminum, Stainless Steel.	3	\$ _____/each	\$ _____
3.	Reach-In Refrigerator True T-49 49.0 Cu. Ft, equal 54" wide, (2) Solid, self-closing doors, (6) coated wire shelves, Mobile w/castors. Exterior: Stainless Steel w/ Aluminum back	4	\$ _____/each	\$ _____
4.	Range – Vulcan GHX Series with (2) - 30,000 BTU/hr. Burners w/individual pilots. Stainless Steel Body and Back finishing panel. Cap and manifold end(s) Rear gas connection and 3/4" gas pressure regulator – Liquefied gas. 17" high stainless steel back guard. Flexible gas hose with quick disconnect and restraining device.	1	\$ _____/each	\$ _____
5.	Groen DHT/1-40 Tilting Kettle with Lid, Direct Steam, 40gl capacity, crank tilt. 2/3 jacket, 316 Stainless Steel liner, Stand Base with Stainless Steel Construction.	1	\$ _____/each	\$ _____
6.	Edlund Commercial NSF Heavy Duty Electric Can Opener – Dual Speed Two speed motor, NSF listed, 120V, made in USA. Knife and gear assemblies easily removed for cleaning without tools.	1	\$ _____/each	\$ _____
	TOTAL			\$ _____
	Minimum order amount if Required:			\$ _____
	Delivery/Availability _____ days after receipt of Purchase Order.			

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Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is requires to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Gadsden County for the purpose s as proposed and as described herein. Please print and sign below where required.

TOTAL PRICE FOR EQUIPMENT AND QUANTITIES LISTED, AS SPECIFIED, TO INCLUDE DELIVERY, UNCRATING AND PLACEMENT AT EACH INDIVIDUAL SCHOOL LOCATION. REMOVAL OF EXISTING UNITS AND RELOCATION TO THE SCHOOL BOARD WAREHOUSE IS ALSO INCLUDED. ALL MECHANICAL CONNECTIONS ARE BY OTHERS.

Additional Bid Submittal Requirements:

A. Bankruptcy/Litigation

Is your company in the process of any bankruptcy proceedings as herein described?

YES [] NO []

Is your company involved in any litigation as herein described?

YES [] NO []

B. Prompt Payment Terms: _____% _____ Days; Net 45 Days

C. Have you supplied all the Submittal Requirements outlined below?

- Completed Invitation To Bid cover page
- Florida Department of State Division of Corporations Number
- Completed and executed Bid Submittal form
- Drug Free Certification
- Debarment Certification
- Conflict of Interest form
- Contact Information
- Litigations/Bankruptcy
- Contact Information
- Specification Sheets for items bid current model number and /or item(s) that can be bid "as equal"

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

_____	_____	_____	
Authorized Representative's Name/Title	Authorized Representative's Signature	Date	
_____	(_____)_____ - _____ ext. _____	(_____)_____ - _____	
Company's Name	Telephone Number	Fax Number	
_____	_____	_____	
Address	City	State	zip Code
_____	(_____)_____ - _____ ext. _____	(_____)_____ - _____	
Area Representative	Telephone Number	Fax Number	
Cell # (_____)_____	(_____)_____ - _____ ext. _____		
Email address _____			
Dunn & Bradstreet # _____	Federal I.D. # _____		
Division of Corporation Registration Number: _____			

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

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (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 of agency.

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

Organization Name _____

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Names and Titles of Authorized Representative(s) _____

Signature(s) _____

Date _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein 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 of 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”, “voluntarily exclude”, 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 these 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the Non-procurement 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 may pursue available remedies, including suspension and/or debarment.

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and 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 employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions 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 is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

HOLD HARMLESS AGREEMENT

Return this page **ONLY** if claiming exception from the Worker's Compensation Insurance Requirement

I, _____ am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the State of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and therefore, the business is exempt from the statutory requirement for worker's compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Gadsden County, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, cost and expenses, direct, indirect or consequential (including, but not limited to, fees and charges, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the School Board or their employees, or their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the school Board in any action indemnified hereby, the named business shall at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, UNDER Section 768.28, Florida Statutes.

Signature: _____

Printed Name _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public – State of _____
Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)