

INVITATION TO BID (ITB)

Gadsden County School District's
PROCUREMENT & CONTRACTING
REQUIREMENTS

For

Custodial Supplies – District Wide



35 Martin L. King Jr. Blvd, Quincy, FL 32351

Date Issued: 3/13/2018

Date Due: 4/5/2018

ITB Number: 1718-01

GCS's Purchasing Department Attn: Shirley Alday

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287, E-mail: aldays@gcpsmail.com

The Gadsden County School Board

Is seeking competitive bids for Custodial Supplies – District Wide.

This project is an Invitation to Bid to secure firm prices and establish a term contract for a period of one year to provide custodial supplies, on an as needed basis. This contract shall cover a variety of items and pricing is to include delivery to the warehouse and delivery to each site location.

The School Board of Gadsden County, Quincy Florida, invites qualified Contractors to submit a Sealed Bid for the above referenced project with the intent of securing a contract for the complete and timely execution of the work. **Disregard section marked [N/A].**

Bidders must possess the following minimum qualifications to be considered:

1. *Bidders may be required to furnish evidence in writing that they maintain a permanent place of business and have adequate equipment, finances and personnel to perform the services of the contract.*
2. *Bidder may be required to provide proof that they are the authorized dealers and can provide necessary warranties, as appropriate for the items they propose to furnish.*

Bid Documents may be picked up at the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by going to our web site: www.gcps.k12.fl.us and printing a copy. Go to the left side of the web page and look for RFP and BIDS. Questions may be directed in an e-mail to: aldays@gcpsmail.com. Participants shall thoroughly familiarize themselves with all instructions contained in this and the Bid Documents.

Bids shall be delivered to Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **4/5/2018**. The Bid opening will occur on **4/5/2018** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. **Evaluation of received bids will be at a later time.**

Award recommendation will be made to the Board, providing the bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available.

Please direct all questions to: The Purchasing Department of Gadsden County Schools
Attn: Shirley Alday, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351
Office: **(850) 627-9651** ext. 1287, E-mail: aldays@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SECTION 00111 – SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any bidder to meet the event schedule will disqualify that bidder from participating in this ITB.

Failure to meet a schedule by a bidder to meet the event schedule will disqualify that bidder from participating in this ITB.

Schedule of Events

Description	Date	Time
Public posting	<u>3/13/2018</u>	<u>8:00 a.m.</u>
Last day for written inquiries	<u>3/19/2018</u>	<u>5:00 p.m.</u>
Bid due date	<u>4/5/2018</u>	<u>1:45 p.m.</u>
Bid opening	<u>4/5/2018</u>	<u>2:00 p.m.</u>
Anticipated start of evaluation	<u>4/5/2018</u>	<u>N/A</u>
Award recommendation presented to the Board	<u>4/24/2018</u>	<u>6:00 p.m.</u>
Anticipated notice to proceed	<u>5/1/2018</u>	<u>8:00 a.m.</u>

END OF SECTION 00111

SECTION 00201 – INSTRUCTIONS TO BIDDERS

PART 1 – BIDDING PROCEDURES AND REQUIREMENTS

- 1.1 All Bidding by Contractors, Subcontractors or Vendors, for contracts directly with Gadsden County Schools shall be conducted through GCS's Purchasing Office. All Correspondence, communication, and all informational exchanges shall be coordinated through GCS's Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification of bid.
- 1.2 No staff member has the authority to contact a vendor and place an order that obligates GCS for payment for commodities or services prior to the Purchasing Office issuing a formal Purchase Order.
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
 - A. If you are not a registered GCS vendor, you will need to complete the W-9 form and return it to GCS Purchasing office.
 - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Bidder Registration:** In addition to the Vendor Registration, Bidders must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The school shall not be responsible for providing addendums to bidders that are not registered. Bidders, who obtain an ITB from other sources than as specified herein, must officially register with the GCS's Purchasing Office.
 - A. Failure to register as a prospective bidder may cause your proposal to be rejected if you have submitted a bid without the most current addendum.
- 1.5 All purchases for services or commodities \$15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
 - A. Competitive bids are mailed or delivered in a sealed envelope using the label provided (see page 29). The specified due date and time shall be strictly followed.
 - B. Purchases \$15,000 and up must be approved by the Gadsden County School Board following their policy procedures.
- 1.6 **Bidder Qualifications:** When requested, the Bidder shall provide the necessary information to the Owner to verify it possess the minimum qualifications required to participate in this ITB.

- 1.7 **Subcontracting:** Where a Bidder utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the Bid. The Bidder shall submit a Subcontractors List. Form provided with the Bid Documents.

All Subcontracts shall incorporate by reference the terms and conditions of this Project's contract documents.

1.8 Other tasks and duties provided by awarded Contractor: [N/A]

- A. Preparation and assisting the Owner with all plans in order to obtain required permits/authorizations.
- B. Work with the Owner and Utility providers when required for permitting and site surveys.
- C. Develop a list of Direct Purchase items for potential tax savings to be reviewed by the Owner.
- D. Coordinate with Owner and all necessary contractors for appropriate start date and installation schedules.
- E. **Substantial Completion:** Contractor shall coordinate a Substantial Completion inspection with Owner when the system is operational. The Contractor will be responsible for maintaining a list of deficiencies (punch list). A copy of the list will be provided to the Owner and the Contractor shall proceed with corrections, dating each corrected deficiency as completed.
- F. **Closeout Documents:** After Substantial Completion, when applicable, the Contractor shall compile and organize in a 3 ring binder; all warranty information, release of liens, shop drawings and product information.
- G. **Final Inspection:** After all other inspections and completion of the punch list, the Contractor shall coordinate final inspection with appropriate entities. Demonstrate full operation of systems to the Owner. Visually verify all items have been completed on the punch list.
- H. **Training:** Provide Training sessions, when applicable, as specified elsewhere or of ample time to familiarize School staff with normal operations, programing and troubleshooting.

1.9 Equipment and Material information: [N/A]

- 1.10 The Bidder shall include in its Proposal, Equipment and Material information in satisfactory detail as to allow the owner to verify intent of Contract Documents.

- A. Component Specifications, cut-sheets.
- B. Warranty information.

- 1.11 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.

- A. All prospective Bidders will check in with the Facilities Office before arriving at any of GCS sites.

- B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
 - C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify or modify the bidding documents in any way.
- 1.12 **Existing Conditions: [N/A]** Failure of Bidder to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 1.13 **Additional Testing: [N/A]** Before submitting, each Bidder will, at their own expense, make such additional investigations and tests as they may deem necessary in preparation of their Bid.
- If requested, the owner will schedule access to the site for any Bidder to conduct such investigations and tests as they deem necessary for submission of their Bid.
- 1.14 **Conflicts and Discrepancies:** In case of discrepancy in the Dimensions, in the Drawings, in the schedules, or in the Specifications, the matter shall be promptly submitted in the form of an RFI to the GCS Purchasing Department who will promptly log and forward it to the proper person to make a determination in writing.
- Should the Drawings disagree with one another or with the Specifications, the better quality or greater quantity of work or materials should be used, but in all cases, the greater benefit to the school takes precedence.
- 1.15 **Bid Representation:** By submitting a Bid the Contractor represents that it has:
- A. Examined a complete set of Construction Documents thoroughly.
 - B. Visited the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work.
 - C. Familiarized themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
 - D. Studied and carefully correlated its observations with the Construction Documents.
- 1.16 **Interpretations:** All questions about the meaning or intent of the Bid Documents shall be submitted only through the District's Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCS's Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Any items, material, condition, services, etc.... that may be alluded to in the drawings or specifications and that is not clearly understood by the bidder as to the Owner's intent, shall be clarified by the bidder prior to the bid. Failure to clarify any ambiguity shall not relieve the bidder from supplying the intent of the Owner as part of the base contract.

1.17 **Revisions and Amendments to the Bid Documents:** The Owner reserves the right to revise or amend the specifications or drawings or both prior to the opening date of the ITB. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the ITB may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new ITB opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their Bid.

1.18 **Equivalents:** Brand Names, Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers unless specifically written into the Drawing or Specifications as "No Substitutions".

Any question to a products compliance to bid specifications should be address by means of an RFI submitted to the Purchasing Office.

1.19 **Proof of Functional Capabilities:** It should be understood by the Bidder that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. Shop Drawings, Product Data, Samples and similar submittals shall be included demonstrating how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which are being bid. If required, the Vendor will have to demonstrate these capabilities within seven (7) days after conditional award.

1.20 **Bid Documents:** The Bid Documents consist of this document and ~~the Construction Documents along with~~ any other specifications or documents that may be required to adequately describe intent of work to bid.

The bid documents become part of the contract.

1.21 **Contract Documents:** The Contract Documents consist of the Agreement between the Gadsden County School Board and the Contractor, ~~the Drawings and Specifications, Project Manuals and~~ subsequent Purchase Orders.

A. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.

B. **[N/A]** Submission of a Bid by the Proposer is a representation that the Proposer has visited the site, become generally familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.22 **Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.

A. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.

1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
2. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
3. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.

The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.

4. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
 - a. The Gadsden County School Board shall be named as additional insured on policy.
 - b. For project less than \$100K, Property Insurance may be waived at the Owner's discretion.
 - c. Any special insurance requirements will be addressed in the Special Conditions.

1.23 **Familiarity with Laws:** The Bidder shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.

All public educational and ancillary plants constructed by a board must conform to the Florida Building Code, Florida Fire Prevention Code and State Requirements for Educational Facilities (SREF), *Section 1013.371, F.S.*

1.24 **Florida Product and Labor:** N/A *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.

1.25 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*

[N/A] The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.

1.26 **Public Entity Crimes:** 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 or 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 TWO for a period of 36 months from the date of being placed in the convicted vendor list.

The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

1.27 **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 Invitation to Bid, 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,

- 1.28 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Bidders shall include with their Bid, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tie breaker.
- 1.29 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.30 **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 the School Board of Gadsden County.**
- 1.31 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*

The Contractor and all Subcontractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and Subcontractor agrees to both of the following:

In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.

No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.

- 1.32 **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.

- 1.33 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All Bidders must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.34 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
- If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of this agreement.
- If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods or service from some person or entity other than a related party according to the terms of this agreement.
- 1.35 **Direct Purchase:** The Bidder shall include in the Bid the cost of all equipment, materials and labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.36 **Execution of Proposal:** Bids must contain an original manual signature of an authorized representative. Failure to properly sign the bid may invalidate it and it may not be considered for award. **Any illegible entries, pencil proposals or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by bidder and attached to the bid.
- 1.37 **Number of Copies:** The Bidder shall submit one (1) original complete set of its Bid and two (2) copies of the original complete Bid. Bids consisting of more than 30 pages shall be required to submit one (1) additional electronically on a USB flash drive in PDF format.
- A. The Original Bid shall be signed, as specified above, with all supporting documentation as defined herein.
- B. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
- 1.38 **Bid Preparation Costs:** The District shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
- 1.39 **Due Date and Time:** The date and time will be carefully observed. Bids received after the specified date and time shall be returned unopened. The District will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the

Administration building shall serve as the official authority to determine lateness of any Bid.

The Bidder may submit the Bid in person or by mail/courier service. The District cautions Bidders to assure actual delivery of mailed or hand delivered Bids prior to the deadline set for receiving them. Confirmation of receipt of Bid can be made by calling the District's Purchasing Office.

- 1.40 **Delays in Bid Schedule:** The District, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the School to do so. The District will notify Bidders of all changes in scheduled due dates by written addendum.
- 1.41 **Additional Information:** No additional information may be submitted, or follow-up performed by any Bidder after the stated due date unless specifically requested by the District.
- 1.42 **Affirmation:** By submission of a Bid, the Bidder affirms that its proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all terms and conditions of this ITB and the resulting contract. No outside terms and conditions will be considered unless approved by the District.
- 1.43 **Advertising:** In submitting a Bid, the Bidder agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.44 **Accuracy of Bid Information:** Any Bidder which submits in its Bid to the Owner or the Contractor any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.45 **Bid Opening:** The Owner will publicly open and read each bid as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive bids will be removed from consideration.
- A. The Owner will verify compliance of the apparent low bidder to confirm Project Specifications and Intent have been met prior to recommendation.
 - B. The Owner reserves the right to contact the bidder for clarification if needed in determining compliance.
 - C. If deemed non-compliant, the Owner will evaluate the next low bidder for compliance.
- 1.46 **Identical or Tie Proposals:** In the event two (2) or more bidders submit the exact same dollar amount the following criteria, in order of importance, shall be used to break said tie:
- (1) Proposer's place of business is within Leon, Gadsden or Wakulla Counties,
 - (2) Florida proposers,
 - (3) by flip of coin, when all other factors are equal,
 - (4) or Drug Free Work Place.
- 1.47 **Acceptance/Rejection of Bids:** The Owner reserves the right to waive minor irregularities in any bid or to reject any and all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of GCS. Minor irregularities are defined to be a variation from the ITB terms and conditions which

do not affect the price of the bid or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.

- 1.48 **Disqualification:** Any or all Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. Bids not acknowledging all addenda may be rejected. Incomplete or illegible bids will be rejected.
- 1.49 **Bid Recommendation:** After public opening the Owner will, at its convenience, confirm Project intent has been met by careful examination of the Bid Documents from the apparent low bidder.
- A. The Owner will assign one or more individuals knowledgeable with the intent of the Project to examine the Bid.
 - B. When there is weighted information requested in the ITB and two or more Bids are close in total sum, those Bids will be examined giving reasonable value and importance to the weighed items. The low Bidder will be determined by consideration of all requested information.
 - C. Once the compliant low Bidder has been identified and confirmed, a written recommendation for award will be sent to the Gadsden County School Board who will make the final award.
- 1.50 **Posting of Results:** Bid tabulations with recommended award will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.51 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.52 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, Bids become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Bidders must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*

- 1.53 **Invoicing and Payment:** Payment will be made by the Owner after being inspected, and found compliant with project specifications, free of damage or defect, properly invoiced, meeting all conditions below to be considered as a valid payment request:
- A. For Projects where partial payments are made the following requirements apply:
 - 1. Timely submission of Invoice on AIA documents G702 & G703.
 - 2. All invoices shall consist of one (1) original and three (3) copies; clearly referencing the purchase order number. The continuation sheet shall reflect only percentages completed, no projections.
 - B. For Projects less than \$50,000 where all work is completed before invoicing, only one (1) invoice, on company letterhead, clearly referencing the purchase order number is required.
- 1.54 **Indemnification:** To the fullest extent permitted by law, the Bidder shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the Bidder or other person utilized by the Bidder in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.
- The Bidder, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the Bidder. If the Bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 1.55 **Withdrawal of Bid:** A written request for withdrawal, signed by the vendor, **on the Vendor's company letterhead**, may be considered if received by the GCS purchasing officer within 72 hours after the bid opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.
- 1.56 **Non Toxic Requirement:** All products bid must carry the AP non-toxic seal, where applicable. In addition, all pencils bid must carry the PMA Certification Seal. The seal(s) must appear on all product containers delivered from this bid, as well as all containers furnished as samples.
- 1.57 **Material Safety Data Sheets (MSDS):** In compliance with Chapter 422, Florida Statutes, and Chapter 38F-41, Florida Administrative code, ***any item delivered or used when providing services under this contract must have a published Material Safety Data Sheet (MSDS). The awarded contractor is responsible to provide a written notification and MSDS for any hazardous material that may be used during the term of this agreement and any renewal periods.*** The District defines hazardous material as "any material or substance for which there is sufficient data to indicate a reasonable

risk to physical/or environmental health". These substances are classified as poisonous, toxic, corrosive, flammable, explosive, radioactive or otherwise have any warning on the product label. The Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Each MSDS must be in English and include information regarding the specific material identity of the hazardous chemical(s) involved and the common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical: know acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.

PART 2 – BID FORMATTING REQUIREMENTS

- 2.1 Unless specified otherwise in the Bid Documents, all Bids shall be in the form of a Stipulated Sum (Lump Sum). Unit Pricing, if requested, will be associated to the Stipulated Sum.

The Bidder shall submit the Bid organized as follows. All pages shall be stapled together in the upper left hand corner in the order shown below.

- A. **Cover Page:** The cover page shall identify
 - 1. The Bidder's Name and Address
 - 2. Bid due date and time
 - 3. ITB number
 - 4. Type of Bid i.e. "Stipulated Sum", "GMP" etc.
 - 5. The Owner's name, Gadsden County School Board
 - 6. The Project Name, Custodial Supplies – District Wide
 - 7. Number of years in Business
- B. **Page 2 – Addendum to Bid:** Print and sign all addenda. Provide copies on page 3, if applicable.
- C. **Page 3 – Subcontractors List:** If applicable, include the completed "List of Sub-Contractors" form as required by *Section 255.0515, F.S.*
- D. **Page 4 – Insurance:** Copies of all certificates of insurance shall be provided.
- E. **Page 5 – Preliminary Project Schedule:** Include a signed copy of the preliminary schedule.
- F. **Page 6 – Drug Free Work Place Form:** Include a signed copy
- G. **Page 7 – Public Entity Crimes Form:** Include a signed copy
- H. **Page 8 – Minority and Woman Owned Businesses Form:** Include a signed copy
- I. **Page 9 – Debarment Certification Form:** Include a signed copy
- J. **Page 10 – Conflict of Interest Form:** Include a signed copy

K. **Page 11 – Custodial Supply List:** Include prices

END OF SECTION 00201

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. _____

Date: _____

ITB No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	
	A	
2	Q	
	A	
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	
8	Q	
	A	

Preparer's Name

Date

Authorizing Agent

Date

NOTE: This document must be signed and included with your Bid

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes _____ N/A _____

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

Publish 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.

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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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 employee 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.

Impose a sanction on, or required 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.

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.

Proposer's Signature

Date

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for: _____

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 - Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)

- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA

COUNTY OF: _____

My Commission expires: _____

Notary Public

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) “Minority person” means a lawful, permanent resident of Florida who is:
 - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

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.

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.

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 attach an explanation to this proposal.

Organization Name

Printed Names and Title

Signature

Date

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the
(Title) _____ and the duly authorized representative of the firm of
(Firm Name) _____ whose address is
_____, _____, _____, _____
Address City State Zip Code

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the dame services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

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: _____

(Seal)

Commission No.: _____
Commission Expires: _____

PROPOSER REGISTRATION

Proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to those that are not registered.

ITB, RFP, RFQ number: _____

Vendor ID number: _____

Project name: _____

Company name: _____

Federal ID number: _____

City, state and zip code: _____

Primary contact's name: _____

Telephone # (____) _____ Cell # (____) _____

Fax # (____) _____

E-mail address: _____

Qualifying agents name: _____

Qualifying agents signature: _____

Title: _____ Date: _____

Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted a proposal without the most current addendum.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
OR
Employer identification number : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label and affix it to the front of the box.

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 or box.

SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	
Proposal Title:	Custodial Supplies – District Wide		
RFQ Number:	1718-01		
Opened Date:	April 5, 2018		
From:	_____		
Address:	_____ _____		
Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	