Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

**SEaled BID • DO NOT OPEN**

<table>
<thead>
<tr>
<th>SEALED BID NO.:</th>
<th>23-200-212</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID TITLE:</td>
<td>Shoes, Slip Resistant</td>
</tr>
<tr>
<td>DUE DATE/TIME:</td>
<td>July 19, 2023 @ 3 p.m. ET</td>
</tr>
<tr>
<td>SUBMITTED BY:</td>
<td>(Name of Company)</td>
</tr>
<tr>
<td>DELIVER TO:</td>
<td>PURCHASING DEPARTMENT</td>
</tr>
<tr>
<td></td>
<td>School Board of Pinellas County</td>
</tr>
<tr>
<td></td>
<td>301 Fourth Street S.W.</td>
</tr>
<tr>
<td></td>
<td>Largo, FL 33770-3536</td>
</tr>
</tbody>
</table>

*Please Note:*

Pinellas County Schools has partnered with Public Purchase which provides government agencies and their suppliers with a comprehensive and easy to use web-based eProcurement system. Registered suppliers receive automatic notification and transmittal of bid solicitations. Please visit [www.publicpurchase.com](http://www.publicpurchase.com) to login and obtain any and all bidding documents.

Once you have opened and viewed the bid document from the Public Purchase website you will automatically receive an e-mail notifying you when an addendum has been issued. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the above website and open and view the bid document. The District will not be responsible if you fail to receive any and all addendums if you obtain the original bid document from another source.
# Invitation to Bid

**SUBMIT BID TO:**

School Board of Pinellas County, Florida  
301 – Fourth Street S.W.  
Largo, Florida 33770-3536

**INVOICE TO BID**

BID NO. **23-200-212**

**BID TITLE:** Shoes, Slip Resistant

**F.O.B.** School Sites District-Wide

**BUYER:** Jena Grage  
(727) 588-6347

**ISSUE DATE:** June 14, 2023

**BID DUE DATE AND TIME:** **July 19, 2023 @ 3 p.m. ET**

**BID OPENING ROOM:** A308

**SUBMITTALS:**

Certain Submittals are required with this bid. See the SUBMITTALS CHECKLIST found later in the bid document for details. Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, 1 copy of the original on a flash drive. Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive.

**PURCHASING CARDS:**

Bidders that accept Visa/Mastercard payments can be enrolled in the District’s ePayments program for faster payment turnaround. Interested parties can contact the Districts purchasing card provider, JP Morgan, for enrollment in the program at sua.supplier.support@jpmchase.com, or by phone at 877-263-5184. Unless exception to this condition is checked below, the Bidders, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card.

- [ ] We are not able to accept credit card payments at this time.

**PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5):** - In compliance with 2 CFR Part 200.318-326 and applicable program regulations, additional parties will be considered only to the extent that their contracts avoid creating a material change in the value of this bid. Pinellas County School Board reserves the right to review all requests to contract with the awarded vendor. Prior approval to extend the awarded contract to additional parties is required by Pinellas County School Board Administrator, Food and Nutrition Department. Additionally, (D.O.E. Regulation #6A1.012 (5): - the consent and agreement of the successful bidder(s) is required to purchase under this bid by other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

**Note to Bidders:**

A. A signed bid submitted to the School Board obligates the Bidders to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Bidder’s bid documents.

B. Bids received after the date & time specified will not be accepted.

**Delivery days after receipt of order:**  
Date Submitted: ____________________________

**BIDDERS MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>FEIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Telephone: ( ) - Ext.</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>FAX: ( ) -</td>
</tr>
</tbody>
</table>

**NON COLLUSION:** - The Bidders, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**Signature of Owner or Authorized Officer/Agent**

[ ] [ ] [ ]

Typed Name of Above: ____________________________  
E-mail: ____________________________  
Title: ____________________________

**NO BID:** I hereby submit a "no bid" for the reasons checked below:

- Insufficient time to respond
- Addenda were received too late to respond
- Could not meet specifications
- Specifications were unclear or restrictive
- Terms & Conditions were unclear or restrictive
- Keep our company on this bid list for future bids
- Could not meet Insurance requirements
- Could not meet bonding requirements
- We do not offer the product or service requested
- Our schedule will not permit us to respond
- We do not bid directly
- Remove our company name from this bid list for future bids

(23-200-212)
SPECIAL CONDITIONS

GENERAL TERMS AND CONDITIONS

The Pinellas County School District (District) “General Terms and Conditions” School Board Adopted 12/08/09 Revised 3/20/12, 7/24/12 can be found at the following link:
By submitting a proposal, Proposer agrees to abide by all District Terms and Conditions.

SCOPE

The purpose and intent of this Invitation to Bid is to select a supplier to provide and deliver Slip-Resistant Shoes for approximately 1000 district Food & Nutrition Employees at locations district wide, on an as needed basis county wide and to secure firm, net unit pricing for the contract period as specified herein.

The potential exists that this estimate could exceed 1000 employees during the course of this contract. All unit pricing should include a workmanship guarantee and must have up to 60 day exchange policy, a worker’s compensation warranty program and include on-site training as designated within this bid.

CONTRACT PERIOD

The Contract Period shall commence on August 23, 2023, and end August 22, 2025. Prices and discounts shall remain firm for this period and shall include ALL freight and handling charges.

RENEWAL OPTION

By mutual consent of the School Board of Pinellas County, Florida, and the successful Bidders, this contract may be renewed for three (3) additional one (1) year periods.

SUPPLEMENTAL UNILATERAL RENEWAL PERIODS. The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District’s intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

PRICE ESCALATION/DE-ESCALATION. The District will allow a price escalation/de-escalation provision within this award. The original bid prices shall remain firm for the first term of the agreement. A price escalation/de-escalation will be allowed at each renewal period, provided the Awardee notifies the District, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the final day of the current term. The price escalation percentage change shall not exceed the previous 1-year’s percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor’s Bureau of Labor Statistics. If bidding discounts from list price, discounts offered may not change. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation provision, market media indicators show that the Consumer Price Index for All Urban Consumers (CPI-U) has decreased, and that the Awardee has not passed the decrease on to the District, the District reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the District’s Bidders List for a period of time deemed suitable by the District. In the event of this occurrence, the District further reserves the right to utilize any and/or all options as stated herein.
SPECIAL CONDITIONS

ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Supplier’s control
2. The volatility affects the marketplace or industry, not just the particular Supplier’s source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the Supplier that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents “extreme” volatility of the marketplace and/or whether the effect on pricing or availability is “substantial” shall be solely at the discretion of the District. Requests for adjustments will not be considered more than once in a one-year period. Adjustments and renewal escalation may not be exercised in the same term.

CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately $160,000.00 for the initial two-year contract term, excluding renewal options. This is only an estimate and the actual amount could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

BID CONTENT & SUBMITTAL

Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, and 1 copy of the original on a flash drive. Each bid proposal shall include all information and submittals required or requested in this bid.

Incomplete bid proposals may be declared non-responsive. Please refer to the Submittal Checklist on page 17 for a list of required or requested submittals.

AWARD

This is an ALL or NONE bid. The entire contract will be awarded to the lowest, responsive and responsible bidder. The district reserves the right to delete any item from the Bid Proposal Form and award the balance of items at the district’s discretion.

SERVICE REQUIREMENTS

1. Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the School Board of Pinellas County, Florida.
2. If the Food & Nutrition Department identifies shoes that are defective in material workmanship or appearance, the bidder shall make every effort to replace the defective products with products to the satisfaction of the Food & Nutrition Department within seven (7) business days of notification.
3. The successful bidder shall provide advanced written notification if and when any item becomes obsolete or is no longer available. The bidder shall provide proposed substitute products to the Food & Nutrition Department for approval. The Food & Nutrition Department reserves the right to reject any and all shoes. Substitute shoes shall be sold at the same bid prices as the items they replace.
NEW PRODUCT PROCUREMENT AFTER CONTRACT AWARD

It may be necessary to add new products to this contract after the successful vendor is awarded the contract. The awarded vendor shall submit pricing and product specifications to the purchasing department for final approval before delivery of any such items.

ORDERING PROCESS

1. The successful bidder is required to have a web based online ordering system where:
   - Orders can be placed utilizing a district purchase order or district purchasing card.
   - Purchases, ordering history and pending deliveries can be tracked and can be accessed by our district office. Data must be available by location and employee.
   - Direct delivery to employees at various PCSB locations is in place.
   - All orders can be input by the individual school sites, remote locations such as staff cafeterias or the district office.
   - Orders will not be filled and sent until approved by the Central Office Representative assigned to review these orders.

2. The district office will supply location information to the successful bidder after contract award.

3. The successful bidder shall provide adequate on-site training of Food & Nutrition personnel on the use of their online web based order process system at no additional cost to the district.
   - An Initial training class will be in person with District Office Personnel.
   - Training for school-based personnel will be in person with large or small groups.
   - Three to Six training classes will be required to reach all assigned school-based personnel.
   - Online training or additional written resources should be available for assigned school-based personnel.

SERVICE LEVELS

- The awarded bidder (supplier) shall deliver all slip-resistant shoes, within a reasonable amount of time and maintain high service levels to the department represented in this bid. “Reasonable” for the purpose of this bid, shall be defined as 30 days or less from date of purchase for delivery of ordered slip-resistant shoes as stated by the bidder on page 1 of this bid. The supplier may be held in default for failing to meet expectations for “reasonable delivery” on two or more occasions. Slip-resistant shoes that have not been delivered for a period greater than 60 days will be considered delinquent and the supplier may be declared in default.

- All billing shall originate from the supplier and not from a third party. It is the responsibility of the supplier to ensure that all invoices reflect the correct bid pricing. It is the supplier’s responsibility to provide this information to its billing department. Please note that the Pinellas County School District is exempt from Florida state sales tax.

- The supplier shall designate a company contact representative to service this account (see page 15). The contact representative shall be the liaison between the supplier and the Food & Nutrition Department on all matters pertaining to this bid. If the contact representative changes, the replacement representative shall immediately contact the Food & Nutrition Department to identify themselves.

BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a Supplier under contract with the school District will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds, such personnel are required to be screened at Level 2, to include...
SPECIAL CONDITIONS

fingerprinting, 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 School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to: http://fieldprintflorida.com/

For a full submission (fingerprinting and badge) use code FPPCSVendors. For a badge only (badge replacement) use code FPPCSBadge.

If Contractor/Supplier is awarded all or a portion of this bid, Contractor/Supplier hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

NON-EXCLUSIVE AGREEMENT

This bid does NOT establish an exclusive arrangement between the District and Supplier. The District reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the District.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

WARRANTY

Bidder should provide a workmanship guarantee and must have up to 60 day return & exchange policy. Bidders will need to have a worker’s compensation warranty program covering failure of shoes to protect against slip and fall incidents under normal kitchen conditions (water, grease, liquefied fats and synthetic lubricants). The successful bidder must replace all shoes containing workmanship deformities, size deformities and other valid workmanship issues immediately upon notification. Furthermore, it is the responsibility of the successful bidder and not district personnel, to confer with the manufacturer directly regarding workmanship/deformity disputes. Bidder should provide warranty documentation with their bid.

SAMPLES

If not bidding the exact product specified by brand and product number, Bidders should always be prepared to furnish an exact sample of any alternate product offering upon request. Such submittals shall include all requested accessories and complete technical specifications for the item.

☒ Samples are requested. Bidders will have 30 days to furnish samples after request has been made in writing. Failure to furnish samples within the requested time may cause your bid to be rejected for those items.

All sample containers are to be clearly identified as bid samples using the enclosed Bid Sample Label found on page 18 of this document. Samples should be sent PREPAID to:

Catherine Gerard, Supervisor, Food & Nutrition
Walter Pownall Service Center
11111 S. Belcher Rd.
Largo, FL 33773

The School Board Of Pinellas County Prohibits Discrimination In All Purchasing And Contracting

Page 5 of 26
SPECIAL CONDITIONS

Samples must be furnished to the District at no expense to the District. Samples may be either destroyed or consumed through the evaluation process to determine compliance with specifications. We cannot guarantee return of samples. Samples which are not destroyed or consumed may be picked up by the Bidder at the Bidder’s expense. Any samples remaining longer than thirty (30) days after the bid award date will become District property.

INSURANCE

Insurance is required of all vendors who perform work on School Board premises. See pages 24-25 for requirements.

QUALITY

Unless otherwise specified, all slip-resistant shoes bid must be new, first quality (No seconds), carry the manufacturer’s standard warranty and be equal to or exceed the specifications listed in the bid. During the warranty period, the successful bidder must replace any defective slip-resistant shoes without cost to the district with the understanding that all replacements shall carry the same guarantee as the original slip-resistant shoe provided. The successful bidder shall replace immediately upon receiving notice from the Food & Nutrition Department. The contractor shall resolve all matters regarding material facts and issues with their supplier, without the involvement of the district. If the contractor is the material manufacturer and supplier, the contractor shall satisfy the needs of district immediately, without dispute. The manufacturer’s country of origin should be listed on the product label of all samples provided by the bidder. If, during the course of this bid, the product originally bid becomes unavailable, new samples must be submitted for approval to the Food & Nutrition Department and must be sold at the same pricing as originally bid.

INVOICES & PAYMENT TERMS

Payment will be made after the merchandise or services have been:

- Received or completed in full or in substantial partial quantity
- Inspected and found to comply with all specifications and be free of damage and defect
- Properly invoiced

CERTIFICATION REGARDING DEBARMENT

A signed debarment form is required of all vendors who are awarded a contract from this bid. The awarded bidder will be required to submit after contract award if not included in their bid proposal. See the attached Certification Regarding Debarment Form AD-1048 pages 20-21 included with this bid.

CERTIFICATION REGARDING LOBBYING FOR EXPENDITURE OF FEDERAL FUNDS

A signed lobbying form is required of all vendors who are awarded a contract from this Bid. The awarded bidder will be required to submit after contract award if not included in their bid proposal. See the attached Certification Regarding Lobbying For Expenditure of Federal Funds Form page 23 included with this bid.

DISCOUNTS, REBATES AND CREDITS

All goods, services or monies received as the result of any equipment or USDA Foods rebate shall be credited to the School Food Authority’s nonprofit food service account.

CIVIL RIGHTS

The awarded vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination
SPECIAL CONDITIONS

Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

BUSINESS HOURS & DAYS OF OPERATION

Regular School Year
Days of operation are Monday thru Friday (excluding holidays) 8 a.m. to 4:30 p.m.
Warehouse receiving 6:30 a.m. to 2 p.m.

Summer
From approximately the 1st week of June thru the 1st week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2nd week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are Monday thru Thursday as follows:
- Administrative Facilities and Schools: 7:30 a.m. to 5:30 p.m.
- Walter Pownall Service Center: 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, winter and spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

- Thanksgiving, 2023: November 22 thru November 24, 2023
- Winter Break, 2023: December 25 thru January 5, 2024
- Spring Break, 2024: Schools: March 11 thru March 15, 2024
- Administrative Offices: March 13 thru March 15, 2024

KEY EVENTS & DATES:

- June 14, 2023: Bid notice e-mailed to prospective Bidders & bidding documents posted on the www.publicpurchase.com
- July 5, 2023: Last Day to request additional information or clarification
- July 19, 2023: Bids due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room A308, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.
  
  NOTE: The Largo Administration Building is a secured building. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. **This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.**
- July 20-28, 2023: Evaluate bids and make selection of contractor(s)
SPECIAL CONDITIONS

- July 31, 2023
  Recommendation For Award Submitted to Purchasing by Food & Nutrition Department

- *On or About August 15, 2023
  Notice of Intent to Award posted in the purchasing department and on the department’s Web site @ http://pcsb.org/Page/746

- *August 22, 2023
  Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Intent To Award and the Board approval date could both slip two weeks or more. Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted.

ADDITIONAL QUESTIONS/CLARIFICATIONS

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Additional questions or clarifications regarding this solicitation shall be directed in writing to the buyer listed on page 1 of this document by 4:00 PM of the day listed on the Key Events & Dates table as the “Last Day to request additional information or clarification”.

ALL requests for clarifications or questions shall be submitted in writing via email and directed to:

Jena Grage
gragej@pcsb.org

REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

BID OPENING PROCEDURES

Please be aware that any meeting at which (1) there is negotiation with a Supplier, (2) a Supplier makes an oral presentation, or (3) a Supplier answers questions, pursuant to a competitive solicitation, are closed to competitors and other members of the public. Team meetings at which negotiation strategies are discussed are likewise closed. Such meetings shall be recorded.

The School Board’s practice of reviewing and disclosing pricing and other contents of bid proposals have changed in accordance with recent changes in the law. At bid openings, District personnel will only reveal the names of the Bidders, unless the bid or proposal is a competitive solicitation for construction or repairs on a building, then the name of each Bidders and price submitted shall be read at a public bid opening per F.S. 255.0518. The recordings and bid proposals shall be exempt from public records requests until such time as the notice of an intended decision is published or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

If the School Board rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recordings and any records presented at the exempt meeting remain exempt from public access.
SPECIAL CONDITIONS

records requests until such time as the School Board provides notice of an intended decision concerning the reissued competitive solicitation or until the School Board withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the publication of the initial notice rejecting all bids, proposals, or replies. Section 119.071(1)(b), F.S.; and Section 286.0113, F.S.

PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

a. Keep and maintain public records required by the School Board to perform the service.
b. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsbo.org.
SPECIAL CONDITIONS

INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid Proposal Form if sufficient space is not available on the original form for the Bidders to enter a complete response. Any modifications or alterations to the original bid documents by the Bidders, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidders wishes to propose must be clearly stated in the Bidder’s proposal response and presented in the form of an addendum to the original bid documents.

EXCEPTIONS TO GENERAL TERMS AND CONDITIONS

Bidders taking any exceptions to the General Terms and Conditions, pages 2-8 of this document, will be reviewed by staff prior to evaluation of bids. Exceptions to the General Terms and Conditions may be cause for rejection of your bid.

BID FORMS

For your convenience, some of the forms which must be completed and submitted along with your bid will be posted along with the bid document on the Public Purchase website in a protected Word file format which will enable you to type your responses on the forms. The file will be named Shoes, Slip Resistant 23-200-212bidforms. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the Submittals Checklist near the end of this document for a complete list of requested and required submittals.

MULTIAGENCY PARTICIPATION

Pinellas County Schools reserves the right, within statutory limits, to extend the terms and conditions of this solicitation to any and all other agencies within the state of Florida as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded Contractor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Contractor.

AWARD TERMINATION

When deemed to be in the best interest of the District, the District may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause per item 52 of the District’s General Terms and Conditions; or
- 30-day written notice without cause.
SPECIAL CONDITIONS

The District reserves the following rights to:

- Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Bidders who submit bids determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Bidders prior to selection; and make investigations of the qualifications of Bidders as it deems appropriate, including, but not limited to, a background investigation conducted by the appropriate law enforcement agency.

- Request that Bidder(s) modify their bid to more fully meet the needs of the District or to furnish additional information as the District may reasonably require.

- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission of proposals and prior to award.

- Waive minor irregularities in the procedures, and reject any and all proposals.

- Waive any irregularity in any bid, or reject any and all bids, should it be deemed in its best interest to do so. The District shall be the sole judge of Bidder’s qualifications and reserves the right to verify all information submitted by the Bidder. The bid selected will be that bid which is judged to be the most beneficial to the District.

- Request that Bidders submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Bidders may be required to submit a detailed business plan in addition to any pertinent information that would allow the District to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.
BID SPECIFICATIONS

Slip-Resistant Shoes

Specifications:

Slip-resistant shoes

• Slip-resistant on water, grease, liquefied fats and synthetic lubricants.
• Water-resistant, leather/leather-substitute uppers in black.
• Closed toe.
• Closed heel.
• Flexible mid-sole.
• Firm foot support.
• Laced and slip-on styles.
• Padded collar.
• Full range of Adult Men’s & Women’s sizes.
• Full Range of Adult Widths (including extremes of narrow and wide).

Slip-Resistant Over Shoes

• Black.
• Slip on style.
• Full range of Adult Men’s & Women’s sizes.

Slip-Resistant Test Results

• Bidder shall provide slip-resistant test results completed by an independent testing facility.
BID PROPOSAL FORM

Please enter the brand and style of slip-resistant shoes as well as the firm, fixed unit price for which you will provide and deliver the requested items. You should be aware that the quantity is an estimate and the actual quantity purchased could vary. All such items shall meet all bid specifications or be considered the functional equivalent as determined by the PCSB Food Service Department.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>SIZES</th>
<th>AVAILABLE SIZES</th>
<th>BRAND &amp; STYLE BID</th>
<th>EST. QTY. PER YEAR</th>
<th>UNIT PRICE</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Revolution #29167 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Quincy #35365 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Vitality II #28362 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Darcy #51901 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Lila Jasmine #51905 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Ollie II #34257 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Avery #34545 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Old School Low Rider IV #36111 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Lila Karina #36907 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Liberty #37255 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Lila Pepper #41906 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Course #21076 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Falcon III #22107 or approved equal.</td>
<td>Women Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Cambridge #6006 or approved equal.</td>
<td>Men Only</td>
<td>75</td>
<td>(A)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>ITEM NO</td>
<td>DESCRIPTION</td>
<td>SIZES</td>
<td>AVAILABLE SIZES</td>
<td>BRAND &amp; STYLE BID</td>
<td>EST. QTY. PER YEAR</td>
<td>UNIT PRICE ($B)</td>
<td>GRAND TOTAL (A X B)</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>15.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Endurance II #22782 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Stride #29464 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Mason #32440 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Freestyle II #38140 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>19.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Condor #24734 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Condor II #22106 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>21.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Evolution II #21211 or approved equal.</td>
<td>Men Only</td>
<td></td>
<td></td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>22.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Everlight #22146 &amp; 22149 or approved equal.</td>
<td>Women</td>
<td></td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Men</td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>23.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Galley II #25770 &amp; 29183 or approved equal.</td>
<td>Women</td>
<td></td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Men</td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>24.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Pembroke #37711 &amp; 37711 or approved equal.</td>
<td>Women</td>
<td></td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Men</td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Cater II #49781 &amp; 41526 or approved equal.</td>
<td>Women</td>
<td></td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Men</td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>26.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Saloon II #42045 &amp; 43073 or approved equal.</td>
<td>Women</td>
<td></td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Men</td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>27.</td>
<td>SHOES FOR CREWS® Slip-Resistant Shoes Entrée II #25814 &amp; 25878 or approved equal.</td>
<td>Women</td>
<td></td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Men</td>
<td></td>
<td>35</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>28.</td>
<td>SHOES FOR CREWS® CrewGuard Slip-Resistant Overshoes Black Style #50 or approved equal.</td>
<td>Men</td>
<td></td>
<td></td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Grand Total Per Year For Items 1-28: $
BID PROPOSAL FORM

Will training be provided as outlined in bid on page 13?

☐ YES  ☐ NO

Provide additional details on training classes, online training and additional written resources to be provided:

_________________________________________________________________________________________________________________________________________________

_________________________________________________________________________________________________________________________________________________

NAME OF BIDDER: __________________________________________________________

This contact person and/or alternate contact person will handle all calls from the district’s Food Service Department for the duration of this contract. If personnel changes should occur, regarding the vendor “contact person”, contractor shall notify Julie Kalach, Distribution Specialist, Food & Nutrition Department, Walter Pownall Service Center (727) 547-7158 if and when this change of personnel occurs.

Contact Person Name: _______________________________________________________

Telephone Number: _________________________________________________________

Cell Phone Number: _________________________________________________________

Alternate Contact Person Name: ______________________________________________

Telephone Number: _________________________________________________________

Cell Phone Number: _________________________________________________________
**ADDENDUM ACKNOWLEDGEMENT FORM**

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

<table>
<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATED</th>
<th>ADDENDUM NO.</th>
<th>DATED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

The School Board Of Pinellas County Prohibits Discrimination In All Purchasing And Contracting

Page 16 of 26

(23-200-212)
Proposing Firm: ______________________________________________________

Signature of Buyer: __________________________________________________

Signature of Evaluator: ________________________________________________

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all Required submittals before sealing and mailing your proposal.

The list below comprises the Required Submittals, and they must be submitted at the time you submit your bid or your bid will be declared non-responsive. Submit Three (3) complete copies, 1 original marked as the original, 1 copy, and, 1 copy of the original on a flash drive.

<table>
<thead>
<tr>
<th>Verified by Bidders</th>
<th>Verified by Buyer</th>
<th>Verified by Evaluator</th>
<th>Description of Required Submittal</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Invitation to Bid Form 852-A.</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Bid Proposal Forms</td>
<td>13-15</td>
</tr>
</tbody>
</table>

Items listed as Requested should be submitted at the time you submit your bid to facilitate the bid evaluation process, but will not be cause for declaring your bid non-responsive.

<table>
<thead>
<tr>
<th>Verified by Bidders</th>
<th>Verified by Buyer</th>
<th>Verified by Evaluator</th>
<th>Description of Requested Submittal</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Warranty documentation for workmanship guarantee.</td>
<td>5</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Warranty documentation for up to 60 day return &amp; exchange policy.</td>
<td>5</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Warranty documentation for worker’s compensation warranty program.</td>
<td>5</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Copy of slip-resistant independent test results.</td>
<td>12</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Drug Free Workplace Certification Form (optional)</td>
<td>19</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Certification Regarding Debarment Form AD-1048</td>
<td>20</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Certification Regarding Lobbying for Expenditure of Federal Funds</td>
<td>23</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Certificate of Insurance including evidence of workers compensation coverage</td>
<td>24-25</td>
</tr>
</tbody>
</table>
Cut along the outer border and affix this label to the package or box containing your samples. If there is more than one container, please affix a label to all containers and be sure to include the name of the company submitting the samples. **Duplicate this label as needed.**

---

### BID SAMPLES

**FOR BID NO.:** 23-200-212  
**BID TITLE:** Shoes, Slip Resistant  
**DATE/TIME SAMPLES DUE:** If requested, 30 days from request  
**SUBMITTED BY:** ___________________________  
(Name of Company)

If submitting samples on behalf of a list of distributors, please list the names of all companies for whom you are submitting samples below.

**SAMPLES SUBMITTED ON BEHALF OF:**

________________________________________  
________________________________________  
________________________________________  
________________________________________

**ROUTE SAMPLES TO:** Catherine Gerard, Supervisor, Food & Nutrition  
11111 S. Belcher Rd.  
Lago, FL 33773

**SAMPLE BOX NO. (District use only) ** _______________
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 which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Suppliers have a drug-free workplace program. In order to have a drug-free program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

____________________________
(Supplier’s signature)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, 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 CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE *****

(1) The prospective lower tier participant certifies, by submission 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.

(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 bid.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Authorized Signature(s) Date

Form AD-1048 (1/92)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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

3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid 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," "bid," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)
Executive Order 12549--Debarment and Suspension


By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.
CERTIFICATION REGARDING LOBBYING FOR EXPENDITURE OF FEDERAL FUNDS

LOBBING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over $100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,’ in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

____________________________________________________

CONTRACT PURCHASE ORDER NUMBER

____________________________________________________

SIGNATURE OF REPRESENTATIVE / DATE
The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverage’s required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board before the contractor or any subcontractor is allowed to commence work on the project.

The School Board of Pinellas County shall be listed both as an "Additional Insured" and “Certificate Holder” on all insurance policies obtained by the contractor as the result of being awarded a contract; unless expressly prohibited by the insurance company. A written explanation of that insurance company's position will be attached to the Certificate of Insurance filed with the School Board of Pinellas County's Risk Management Department. Any requirement by the contractor's insurance company that an additional premium shall be required for the issuance of a Certificate of Insurance with the School Board of Pinellas County as an "Additional Insured" shall not excuse any failure to obtain the required insurance certificate. The School Board of Pinellas County requires a 10 notice of cancellation and a 30 notice for non-renewal.

The name of the insurance company(ies) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in Best’s Financial Strength Rating. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in Best’s Financial Strength Rating.

1. GENERAL LIABILITY INSURANCE

The contractor shall provide the ISO Commercial General Liability Policy. 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 or subcontractor providing such insurance.

The Commercial General Liability Policy (CGL) is a method of automatically providing a broad range of common coverage extensions to the CGL policy that firms often need and overlook. By having a CGL policy, it will reduce the overall cost of providing those other coverage’s at a future date and allows for a wide distribution of those packaged coverage’s.

The CGL policy shall provide coverage of at least the following items:

a) General Aggregate:

i) Premises Operation which will include XCU coverage except when work does not include foundation, structural work, pressure fired vessels or materials or construction techniques which could explode.

ii) Independent Contractor’s Protective which provides coverage for injury to others arising out of the independent contractors work. General Contractors may opt to provide this coverage in lieu of naming the School Board of Pinellas County as “Additional Insured”.

iii) Broad Contractual Liability which is liability assumed by the insured under any contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured’s business. If excluded, exception for liability is assumed in an insured contract.
b) **Products and Completed Operations**

c) **Personal & Advertising Injury Liability**
The contractor shall obtain insurance which shall at least meet the following minimum limits:

For projects/contracts under $500,000.00:

- $1,000,000.00 per occurrence, $2,000,000.00 general aggregate.

For projects/contracts $500,000.00 and over:

- $5,000,000.00 per occurrence, $5,000,000.00 general aggregate.

2. **AUTOMOTIVE LIABILITY INSURANCE**

The contractor shall obtain Business Coverage Automobile Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- $300,000.00 Combined Single Limit
- $100,000.00 Bodily Injury (per person), $300,000.00 Bodily Injury (per accident)
- $100,000.00 Property Damage

3. **WORKERS’ COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this Contract, Workers’ Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers’ Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- State Worker’s Compensation: Statutory
- Employer’s Liability: $100,000.00 Each Accident  
  $500,000.00 Disease, Policy Limit  
  $100,000.00 Disease, Each Employee

( insurer.dot) mar 1/1/11 (Rev 04/11)
Pinellas County District Schools
Bid Protest Procedure

Bidders who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the District decision or intended decision shall file with the Director of Purchasing a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the District decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestor, the protest security shall be returned. If the protestor prevails, he or she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

3. Upon receipt of a formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

4. a) The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.

b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable District rules before a person whose qualifications have been prescribed by rules of the District.

5. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the District shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.

5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the District within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.

6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed District action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the District's proposed action is contrary to the District's governing statutes, the District's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed District action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended District action to reject all bids, the standard of review by an administrative law judge shall be whether the District's intended action is illegal, arbitrary, dishonest, or fraudulent.