

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE ST.
TALLAHASSEE, FLORIDA 32303**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:

August 22, 2012

PURCHASING CONTACT:

June Kail – (850) 488-1206
kailj@leonschools.net

BID TITLE:

Paint and Paint Products – District Wide

BID NUMBER:

5134 - 2013

BID OPENING DATE & TIME:

September 20, 2012 @ 2:00 P.M. EST

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

The School District of Leon County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Bids will not be accepted unless all conditions have been met. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School District's Purchasing Office at 3397 West Tharpe St., Tallahassee, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ (EXT) _____ FACSIMILE NUMBER _____

EMAIL: _____

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

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

BID IDENTIFICATION LABEL

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

The Leon County School District Purchasing office is open from 8:00 a.m. - 5:00 p.m., Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

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

Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN
Bid Title: Paint and Paint Products – District Wide	
Bid No.: 5134 – 2013	
Bid Opened: September 20, 2012 @ 2:00 p.m.	
From:	
Address:	
<hr/> <hr/> <hr/>	
Deliver To: Leon County Schools	
Purchasing Department	
3397 West Tharpe Street	
Tallahassee, Florida 32303	
Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN

I. INTRODUCTION & GENERAL INFORMATION

The purpose and intent of this Invitation to Bid is to identify qualified vendors and secure firm pricing for the procurement of paint and paint products for the School District of Leon County, Florida (the District).

II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect).
- B. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

- C. **AWARD:** In the event of contract award, this contract shall be awarded, all or none, to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the ITB. The District reserves the right to use the second most responsive bidder in the event the original successful bidder cannot fulfill their contract. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **October 9, 2012** meeting.

- D. **TERM:** The initial term of this contract will be after School Board approval, on or about October 10, 2012 through July 31, 2014 and may, by mutual agreement between the School Board of Leon County, Florida and the awardee, upon final School Board approval, be extended for three (3) additional one (1) year periods, and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.
- E. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- F. **PUBLIC RECORDS LAW:** Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

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

- H. BIDDER'S RESPONSIBILITY:** Before submitting their Bid, each bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this ITB.
- I. OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every contractor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.
- J. WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this ITB will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- K. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon County, Florida to a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.**
- L. QUANTITIES:** Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- M. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- N. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- O. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- P. INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this ITB. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- Q. STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- R. INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. **The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage and listing the Leon County School Board as "Additional Insured" on said policies.**

- S. **RISK OF LOSS:** The Bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- T. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and the rules and regulations promulgated there under. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- U. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- V. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- W. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five % or more of the company.
- X. **TERMINATION FOR DEFAULT:** The Director of Purchasing shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.
- Y. **TERMINATION/CANCELLATION OF CONTRACT:** The School Board reserves the right to cancel the contract without cause with a minimum 30 (thirty) days written notice. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract. The bidder may cancel the resulting contract with 30 (thirty) days **written** notice to the Director of Purchasing. Failure to provide proper notice may result in the bidder being barred from future business with the School District.
- Z. **TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

- AA. DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- BB. LSBE GOAL:** The District strongly encourages the use of **Local Small Business Enterprises** for participation as partners, joint venturers, prime contractor, sub-contractors and in contracting opportunities. See School Board Policy No. 6.14, Small Business Development Program and the attached “Local Small Business Program” information document if you would like to request certification as a LSBE.
- CC. LOCAL PREFERENCE:** This ITB is subject to the Local Preference provisions as specified in School Board Policy 6.07.
- DD. AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
 2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
 5. Persons duly authorized by the District and Federal auditors, pursuant to Title 45, Code of Federal Regulations, Part 92.36 (I) (10), and Title 34, Section 80.36(i), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- EE. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace to be tolerated. Violations will be subject to the immediate termination of the contract.

“Firearm” means any weapon “including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has

been convicted or who is currently under investigation for a crime against children in accordance with **FS 435.04** will enter onto any school site.

FF. BACKGROUND SCREENING REQUIREMENTS: In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policy 2.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policy prior to providing services to the School Board of Leon County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policy.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1.12.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. **The cost of a Level II Background Check is currently \$95.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County Schools. The cost to obtain a mandatory identification card is \$10.00 and will be collected separately.**

Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or convictions(s), of any offense enumerated in School Board Policy within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

LCSB Policy 2.021 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

GG. SAMPLES AND BRAND NAMES: Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model specified will be considered. The School District reserves the right to determine the acceptability of any alternatives offered.

HH. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1.) administrative costs incurred by the

School District in association with the discharge of any subsequent award; (2.) alternative payment terms; (3.) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods.

II. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the ITB Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

JJ. DISPUTE RESOLUTION CLAUSE: In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name: _____

Telephone Number: _____

Our District Representative will be: **Mr. Jeff Wahlen**
Ausley & McMullen
(850) 224-9115

KK. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.

LL. NOTICE OF INTENT TO AWARD: Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the Purchasing Department's Web site @ <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. For those who do not have Internet access, the notice will also be posted in a conspicuous location for review in the Purchasing Department Office, located at 3397 West Tharpe Street, Tallahassee, Florida, on/about **October 1, 2012** and will remain posted for a period of 72 hours or three business days, whichever is later. Interested parties may also call the Purchasing Department at (850) 488-1206 on the aforementioned date to obtain a verbal Notice of Intent to Award.

Bidders shall be notified by certified mail, return receipt requested, of any change in the date established herein for posting of Notice of Intent to Award. In the event the date of the posting is changed, the notification letter shall provide the new date upon which Notice of Intent to Award will be posted. **Since this information is available as outlined above, the Purchasing Department will not mail or fax intent to award notices to all bidders.**

Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this ITB, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the

next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3) (b), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.” Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board in an amount equal to: (1.) twenty-five thousand dollars or two (2) % of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000.00; and (2.) five (5) % of the lowest accepted proposal for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding.

Notices of protest, formal written protests and the bonds required by School Board policy 6.09, shall be considered filed when delivered to and received at the address provided on page one (1) of this ITB. Transmission by facsimile, email, telegram or word of mouth is not acceptable.

- MM. PROTESTS TO CONTRACT AWARD:** The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department’s website noted above. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this ITB, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3) (b), Florida Statutes, states that “the formal written protest shall state with particularity the facts and law upon which the protest is based.” Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6.09. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

Formal, written protests will be reviewed by the Purchasing Director, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat.

- NN. CONTACT:** All questions for additional information regarding this ITB **must be directed to the designated Purchasing Agent noted on page one.**

All contact and requests for clarifications should be submitted via e-mail to: kailj@leonschools.net no later than **September 11, 2012**. Answers will be posted at www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm no later than **September 13, 2012**.

Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.

- OO. BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

- PP. TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

III. **SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict, these SPECIAL CONDITIONS shall have precedence.

- A. **AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this Invitation to Bid and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this ITB or negotiate mutually acceptable terms or conditions as it deems appropriate.
- B. **FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this ITB. Such offer shall be held open for a period of sixty days from ITB opening date or until one of the bids has been awarded by the District.
- C. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- D. **CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- E. **COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

- F. **INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, it's officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.
- G. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

- H. MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford LCSB the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the State of Florida contract.
- I. TERMINATION:** Except as it relates to any warranty provision established by this agreement and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a.) shall be responsible for the delivery of all products and services up to the date of termination, or (b.) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.
- J. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the **State of Florida**. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- K. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Dr. Kathleen Rodgers, Equity & Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850) 487-7129; rodgersk@leonschools.net .
- L. CHARTER SCHOOLS:** Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. The District is not responsible or liable for purchases that may be made by Charter Schools.
- M. COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.
- N. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the District.

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

1. There is a verifiable price increase of the bid item(s) to the contract supplier.
2. The contractor submits to the District, in writing, notification of price increases.
3. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
4. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the

effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

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

- O. **CONTRACTOR:** The contractor shall carefully review the contract documents and shall report to LCSB any error, inconsistency or omission discovered. The contractor shall perform no portion of the work at any time without contract documents or written approval from LCSB. The contractor shall provide supervision to direct the work using their best skills and attention, and shall be solely responsible for all contracted service means, methods, techniques, sequence, procedures and coordination of all portions of the work under contract. The contractor shall be responsible to LCSB for the acts and omissions of his employees, subcontractors and their agents and employees, or other persons performing any of the work under the contract.
- P. **SUB-CONTRACTORS:** LCSB must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Director of Facilities. The vendor will be fully responsible to LCSB for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.
- Q. **PERMITS, FEES, NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to LCSB, shall assume full responsibility therefore and shall bear all costs attributable thereto.

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK**

IV. SCOPE OF WORK AND INSTRUCTION TO BIDDERS:

- A. **SCOPE:** The purpose and intent of this bid is to identify qualified vendors and establish a contract, at firm unit prices, to purchase paint and paint products on an as needed basis as specified herein.
- B. **AWARD TERM:** The District's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant to that end, the successful bidder(s) shall be awarded a contract for the following term: An initial term beginning on or about **October 10, 2012 through July 31, 2014** with an option to renew for three (3) additional (1) year terms, and if needed, 90 days beyond the expiration date of the current contract period. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the School Board. All prices shall be firm for the term of the contract. The District, may, if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon.
- C. **REFERENCES:** Vendors shall furnish current references for three (3) commercial customers receiving bidder's products. (See attached reference form, page 26).
- D. **PAINT SPECIFICATIONS:** All paint must be the manufacturers top of the line, labeled and/or best quality. The following manufacturers' paints have been identified as meeting the present standards as established by the Maintenance Department of the District.
1. **SECTION 1: PAINT STANDARD:** The Cost proposal form describes the acceptable standards for each paint from the following manufacturers': **COLOR WHEEL, DEVOE, GLIDDEN, PITTSBURGH PAINT, PPG, PORTER AND SHERWIN WILLIAMS.** From these acceptable standard paints, the District will consider procurement of the following paint products with annual quantity estimates as listed below. Product specifications for paints as specified in this section must include "can be used over unsanded, hard, glossy surfaces".
 - a. Waterborne Latex Gloss – 500 – 1,000 gallons annual
 - b. Waterborne Latex Semi-Gloss – 500 – 1,000 gallons annual
 - c. Latex Interior Semi-Gloss (Low odor, no odor VOC free) – 500 – 1,000 gallons annual
 - d. 1-2-3 Latex primer – 200 – 500 gallons annual
 - e. Cover stain primer oil base – 200 – 500 gallons annual
 2. **SECTION 2: PAINT STANDARD:** The Cost proposal form describes the acceptable standards for each paint from the following manufacturers': **COLOR WHEEL, DEVOE, GLIDDEN, PITTSBURGH PAINT, PPG, PORTER AND SHERWIN WILLIAMS.** From these acceptable standard paints, the District will consider procurement of the following paint products with annual quantity estimates as listed below.
 - a. D.T.M. Gloss Latex – 500 – 1,000 gallons annual
 - b. D.T.M. Semi-Gloss Latex – 500 – 1,000 gallons annual
 - c. Exterior Acrylic Latex Flat – 500 – 1,000 gallons annual
 - d. Exterior Acrylic Latex Satin – 500 – 1,000 gallons annual
 - e. Interior Acrylic Latex Semi-Gloss - 500 – 1,000 gallons annual
 - f. Interior/Exterior Gloss Oil Enamel – 500 – 1,000 gallons annual
 - g. Interior Semi-Gloss Oil – 500 – 1,000 gallons annual
- E. **QUANTITIES:** Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The District reserves the right to

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

- F. **DELIVERIES/PICKUP:** The Maintenance and Facilities Department personnel may elect to pick up most items listed on this bid. If this is not feasible, **delivery to job site is required** and awarded contractor shall deliver **at no extra charge** to the District.
- G. **WARRANTY:** All bidders shall be required to warrant their paint and other paint products against cracking, peeling, flaking, chalking and mildew on all surfaces, and additionally against erosion and unreasonable fading for a minimum of six (6) years.
- H. **MATERIAL SAFETY DATA SHEET (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 and/or environmental health”. These substances are classified as poisonous, toxic, corrosive, flammable, explosive, radioactive or otherwise have any warning on the product label. 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: known acute and chronic health affects 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.
- I. **LABELS:** Containers shall have labels, meeting ANSI standards and giving adequate use instructions, firmly secured to each container. Labels shall meet all federal requirements of the Occupations Safety and Health Administration (OSHA) Hazard Communication Standard in CFR 1910, 1200. The product specifications for all paints submitted for bid must include at a minimum, the following:
1. Single line label analysis
 2. Pigment volume concentration (PVC)
 3. Weight per gallon
 4. All top line material should show the level of TiO₂ (Titanium Dioxide) and level of extender pigments (Calcium, Carbonates, Silicates, etc.)
- J. **MILDEWCIDE:** All exterior paints shall contain no mercury, but shall contain fungicidal protection equivalent to 0.1% mercury as metal by total weight of paint.
- L. **TOXICITY:** The paint and/or primer shall be free from material which is known to be toxic under normal conditions and use.
- M. **ODOR:** The odor shall not be offensive during or after application. Documented complaints of offensive odors from the occupants of the recently painted facilities will be the sole determining factor as to whether the paint meets or does not meet this specification. Any residual odor must be suitable for students in a classroom setting. **Products offered shall have low odor/low volatile organic compound (VOC).**
- N. **QUALITY ISSUES/DEFECTS:** All products received shall be “first use”, free of all defects including dents, breaks, corrosion and spillage. No other defects shall be acceptable. Any product received with defects shall be returned to the vendor at no cost to the District. Items not conforming to bid specifications may be rejected and returned at vendor’s expense. Awarded vendor will reimburse the District for product and labor expense per job site if it is discovered that product purchased did not meet the bid specifications.
1. If a quality issue arises between the District and the awarded vendor regarding the product meeting bid specifications, the District reserves the right to submit the paint product to a District approved independent testing laboratory.

2. If the paint meets the specifications, the District will pay all costs associated with the independent testing. If the paint fails to meet the criteria of the bid specifications, the awarded vendor will be held responsible for the cost of the independent testing, labor costs associated with usage of the defective paint, and the cost of the paint provided by the vendor to the District.

- O. APPEARANCE OF DRIED PAINT:** When applied by brushing or rolling, the paint shall dry to a smooth, uniform finish, free from craters and other defects caused by bubble retention. There shall be no “shiners”, no flashing, no streaking or conspicuous laps, nor any objectionable brush marks.
- P. COLOR MIXING:** All colors shall be mixed at local stores only. No factory mixing will be approved. Paint cost as submitted for this ITB must include color cost.
- Q. ADDITIONAL ITEMS:** The successful bidders may be contacted to furnish additional paint or paint products that are not specified in this bid for the term of the contract. Vendors may be contacted for price quotes on these items.
- R. NON-EXCLUSIVITY:** The District reserves the right to procure items herein described, including, but not limited to, the use of contracts awarded by the State of Florida, other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit such purchase at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District.
- S. WAGE PRICE REDETERMINATION:** If the federal government increases the minimum wage during the term of the contract and any renewal, the bidder may petition the Director of Purchasing for price redetermination for those job categories where the pay to the bidder’s employee is the current minimum wage. The School Board will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee by the amount the bidder wants increased. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers’ Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond their scope and control. All written documentation must satisfy the reasonable expectations of the School Board.

(Example: minimum wage increases from \$7.25 to \$7.50 per hour. The Contractor Bid amount for category X to the employee is \$7.25, and the billed rate is \$8.10. The Contractor may petition for an increase of \$.025 per hour to be paid to the employee and a billed rate of \$8.35 + written and documented cost increases for FICA, Medicare and Workers’ Compensation.)

If the School Board and the bidder cannot agree on the price redetermination, then the contract will expire without prejudice. The School Board reserves the right to award any classification(s) from an expired contract to the next lowest responsive and responsible bidder.

If the Contractor bills the School District at a higher price according to any price redetermination granted, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in contract default and the contract will be immediately terminated.

- T. REGULATIONS:** All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Florida Statutes Chapter 502.
- U. TERMINATION OF CONTRACT:** The Board, upon the occurrence of any of the following events or conditions, may terminate the contract between the parties:
1. The Boards lack of available funds, due to budget allocations. Termination would be immediate.
 2. The awarded contractor’s continued failure to perform in accordance with bid requirements. Termination would be effective thirty (30) days after receipt of notification.
- V. ASSIGNMENT:** Successful bidder shall not assign any part or whole of this bid to another party, subcontractor, or company, nor shall they assign any money due, without the previous written consent of the District.

- W. ON SITE PROCEDURE:** All Contractor personnel working in LCSB facilities MUST sign in at the administrative offices or designated area prior to beginning any onsite services. At NO TIME are any contractor personnel to be on site without notifying the proper facility administrators
- X. PERSONNEL IDENTIFICATION:** All Contractor personnel working in LCSB facilities shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable and affixed to the uniform in a permanent or semi-permanent manner. **All Contractor personnel, while working at LCSB facilities shall carry their employee identification card, issued by the State of Florida Departments of Agriculture and consumer Services, and show the card when requested. Any and all personnel deployed to school sites as a result of this contract award must meet all of the criminal background check requirements as delineated on page 6, section EE of this ITB**
- Y. ATTIRE: Proper attire shall be worn at all times.**
1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
 2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
 3. Proper shoes to insure the individual's safety shall be worn at all times.
- Z. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense
- AA. FRATERNIZATION:** The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Leon County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with the District.

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK**



Bid Proposal Form

Bid No. 5134 - 2013 – Paint and Paint Products District Wide

Vendor Acknowledgment and Approval

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

 Authorized Representative's Name/Title Authorized Representative's Signature Date

 Company's Name Telephone Number FAX Number

 Address City State Zip Code

 Area Representative Telephone Number FAX Number

ITEM #	DESCRIPTION	PRICE PER ONE (1) GALLON	PRICE PER FIVE (5) GALLON
SECTION 1 PAINT STANDARD			
1.	WATERBORNE LATEX GLOSS		
	A. WHITE	\$	\$
	B. CUSTOM COLOR	\$	\$
2.	WATERBORNE LATEX SEMI-GLOSS		
	A. WHITE	\$	\$
	B. CUSTOM COLOR	\$	\$
3.	SUPPLEMENTAL ITEMS		
	A. M-1 ADDITIVE (APPROX. 3 OZ.)	\$	/ TUBE
	B. M-1 ADDITIVE (APPROX. 15 OZ.)	\$	/ TUBE

4.	LATEX INTERIOR SEMI-GLOSS LOW ODOR NO ODOR VOC FREE	
A. WHITE	\$	\$
B. CUSTOM COLOR	\$	\$
5.	1-2-3 LATEX PRIMER	
A. WHITE	\$	\$
B. DEEP TONE	\$	\$
6.	COVER STAIN PRIMER - OIL BASE	
A. WHITE	\$	\$
B. CUSTOM COLOR	\$	\$
7.	LATEX EPOXY GLOSS	
A. WHITE	\$	\$
B. CUSTOM COLOR	\$	\$
8.	LATEX EPOXY SEMI-GLOSS	
A. WHITE	\$	\$
B. CUSTOM COLOR	\$	\$
9.	LATEX EPOXY HARDENER	
PRICE PER QUART	\$	/ QUART
10.	LATEX EPOXY ONE PART (PRE-CAT EPOXY)	
A. WHITE	\$	\$
B. CUSTOM COLOR	\$	\$
SECTION 2 PAINT STANDARD		
	COLOR WHEEL	PRICE PER ONE (1) GALLON
		PRICE PER FIVE (5) GALLON
11.	TROPICOAT HP ACRYLIC EXTERIOR FLAT	
A. WHITE #300	\$	\$
B. CUSTOM COLOR	\$	\$

12.	TROPICOAT HP ACRYLIC SEMI-GLOSS EXTERIOR	
A. WHITE #320	\$	\$
B. CUSTOM COLOR	\$	\$
13.	HI HIDE SEMI-GLOSS INTERIOR LATEX ENAMEL	
A. WHITE #220	\$	\$
B. CUSTOM COLOR	\$	\$
14.	SILICONE ALKYD HIGH GLOSS EXTERIOR	
A. WHITE #760	\$	\$
B. CUSTOM COLOR	\$	\$
15.	OPTIMA ENDURA INTERIOR SATIN ENAMEL	
A. WHITE #820	\$	\$
B. CUSTOM COLOR	\$	\$
16.	ULTIZA TECH	
A. WHITE #C145	\$	\$
B. CUSTOM COLOR	\$	\$
17.	HIGH SOLIDS QUICK DRY ENAMEL	
A. WHITE #A-50	\$	\$
B. CUSTOM COLOR	\$	\$
	PRICE PER ONE (1) GALLON	PRICE PER FIVE (5) GALLON
18.	DEVOE WONDER SHIELD	
A. WHITE #15	\$	\$
B. CUSTOM COLOR	\$	\$
19.	DEVOE WONDER SHIELD	
A. WHITE #16	\$	\$
B. CUSTOM COLOR	\$	\$

20.	DEVOE WONDER TONE	
A. WHITE #38	\$	\$
B. CUSTOM COLOR	\$	\$
21.	DEVOE MIRROLAC	
A. WHITE #70	\$	\$
B. CUSTOM COLOR	\$	\$
22.	DEVOE VELOUR	
A. WHITE #26	\$	\$
B. CUSTOM COLOR	\$	\$
GLIDDEN		PRICE PER ONE (1) GALLON
23.	SPRED ULTRA EXTERIOR FLAT LATEX	
A. WHITE #6525	\$	\$
B. CUSTOM COLOR #6500	\$	\$
24.	SPRED ULTRA EXTERIOR SATIN LATEX	
A. WHITE #6725	\$	\$
B. CUSTOM COLOR #6700	\$	\$
25.	ULTRA HIDE ACRYLIC LATEX SEMI-GLOSS	
A. WHITE #UN6300	\$	\$
B. CUSTOM COLOR #UN6300	\$	\$
26.	GLID-GUARD EXTERIOR GLOSS INDUSTRIAL ENAMEL	
A. WHITE #4550	\$	\$
B. CUSTOM COLOR	\$	\$
27.	ULTRA HIDE INTERIOR SEMI-GLOSS OIL	
A. WHITE #UN8000	\$	\$
B. CUSTOM COLOR	\$	\$

PITTSBURGH PAINT		PRICE PER ONE (1) GALLON	PRICE PER FIVE (5) GALLON
28.	ACRYLIC EXTERIOR PAINT		
A. WHITE #6-650xi		\$	\$
B. CUSTOM COLOR		\$	\$
29.	ACRYLIC SEMI-GLOSS HOUSE PAINT		
A. WHITE #6-901xi		\$	\$
B. CUSTOM COLOR		\$	\$
30.	HI-HIDE SEMI-GLOSS		
A. WHITE #6-500		\$	\$
B. CUSTOM COLOR		\$	\$
31.	GLYPTEX URETHANE ENAMEL		
A. WHITE #PP-2749		\$	\$
B. CUSTOM COLOR		\$	\$
32.	ALKYD SATIN ENAMEL		
A. WHITE #6-1110xi		\$	\$
B. CUSTOM COLOR		\$	\$
PPG		PRICE PER ONE (1) GALLON	PRICE PER FIVE (5) GALLON
33.	FAST DRY 35 GLOSS ALKYD ENAMELS – 95-912 SERIES		
A. WHITE		\$	\$
B. CUSTOM COLOR		\$	\$
PORTER		PRICE PER ONE (1) GALLON	PRICE PER FIVE (5) GALLON
34.	PORTER ACRYLIC EXTERIOR PAINT		
A. WHITE #929		\$	\$
B. CUSTOM COLOR #929		\$	\$

35.	PORTER ACRYLIC SEMI-GLOSS HOUSE PAINT	
A. WHITE #6030	\$	\$
B. CUSTOM COLOR #6030	\$	\$
36.	PORTER HI-HIDE SEMI-GLOSS	
A. WHITE #105	\$	\$
B. CUSTOM COLOR #105	\$	\$
37.	PORTER GLYPTEX URETHANE ENAMEL	
A. WHITE #4110	\$	\$
B. CUSTOM COLOR #4110	\$	\$
38.	PORTER ALKYD SATIN ENAMEL	
A. WHITE #129	\$	\$
B. CUSTOM COLOR #129	\$	\$
SHERWIN WILLIAMS		PRICE PER ONE (1) GALLON
		PRICE PER FIVE (5) GALLON
39.	A-100 FLAT LATEX (DURA CRAFT)	
A. WHITE #A-6	\$	\$
B. CUSTOM COLOR #A-6	\$	\$
40.	A-100 SATIN LATEX (DURA CRAFT)	
A. WHITE #A-82	\$	\$
B. CUSTOM COLOR #A-82	\$	\$
41.	INTERIOR ACRYLIC LATEX SEMI-GLOSS (200 S/G OR 400 S/G)	
A. WHITE #750	\$	\$
B. CUSTOM COLOR #PB7505152	\$	\$
42.	INDUSTRIAL ENAMEL	
A. WHITE #B54	\$	\$
B. CUSTOM COLOR #B54	\$	\$

43.	CLASSIC 99 (200 S/G)	
A. WHITE #B34	\$	\$
B. CUSTOM COLOR #B34	\$	\$
44.	HIGH GLOSS METAL FINISHING ENAMEL -CC-B32	
A. WHITE		
B. CUSTOM COLOR		

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

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the Leon County School District requiring the goods or services described in these specifications has a material financial interest in this company.

<i>Signature</i>	<i>Company Name</i>
<i>Name of Official (Type or print)</i>	<i>Business Address</i>
	<i>City, State, Zip Code</i>

SECTION II

I hereby certify that the following named Leon County School District official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

Name	Title or Position	Date of Filing
<i>Signature</i>	<i>Company Name</i>	
<i>Name of Official (Type or print)</i>	<i>Business Address</i>	
	<i>City, State, Zip Code</i>	



SUPERINTENDENT
Jackie Pons

BOARD CHAIRMAN
Dee Dee Rasmussen

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998

FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR
Forrest Van Camp

BOARD MEMBERS
Georgia "Joy" Bowen
Maggie Lewis-Butler
Dee Crumpler

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

NEW VENDOR
UPDATE

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: () _____

FAX NUMBER: () _____

CORRESPONDENCE:

ADDRESS: (24 characters) _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

REMITTANCE:

ADDRESS: (24 characters) _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

EMAIL ADDRESS: _____

WEBSITE: _____

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor Corporation Partnership Other _____

PLEASE INDICATE THE FOLLOWING: *Minority Vendor? Yes No Male Female

**If yes, certification required –
(Please submit with form)*

Type: White: Hispanic: African American:
 Asian: American Indian: Other: _____

TAX IDENTIFICATION NUMBER: _____ - _____ OR _____ - _____ - _____
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

CHECK THE FOLLOWING AS APPROPRIATE

Business is incorporated or Federal, State or Local Governmental Entity Yes No

Supplier, Provider, Physician of medical or health care services
(including medical, health, accident and sickness insurers) Yes No

By: _____
SIGNATURE

PRINTED NAME*

DATE

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE STREET
TALLAHASSEE, FLORIDA 32303**

CUSTOMER REFERENCE FORM

Bid No. 5134 - 2013 – Paint and Paint Products District Wide

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE STREET
TALLAHASSEE, FLORIDA 32303**

**VENDOR QUESTIONNAIRE
Bid No. 5134 - 2013 – Paint and Paint Products District Wide**

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes No

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING 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 or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) of Authorized Representative(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

- This sworn statement is submitted to The School Board of Leon County, Florida (*hereinafter* “Board” or “School Board”) by _____
(Print individual’s name and title)
for _____
(Print name of entity submitting sworn statement)
whose business address is _____
_____ and its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

- I, _____ am duly authorized to make this sworn statement
(Print individual’s name and title)
on behalf of: _____

_____ *(Print name of entity submitting sworn statement)*

- I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter* “The Act” or “Act”) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

- I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or “**contractual personnel**” by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines “**contractual personnel**” to include any vendor, individual, or entity under contract with the Board.

- I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

- I understand that as a _____ (*eg. a charter bus company*)
(Type of entity)
all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

- 7. I understand that “level 2 screening requirements” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company’s or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)



Sworn to and subscribed before me this _____ day of _____ 20_____

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)



LOCAL SMALL BUSINESS PROGRAM

The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5 % of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

Check if you are requesting consideration as a certified LSBE: Yes or No

1. Contract award will be conditioned on meeting the requirements of this section. The Leon County School Board requires the following:
2. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
3. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
4. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
5. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
6. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

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

Vendor's Signature _____

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid No. 5134 - 2013 – Paint and Paint Products District Wide.**

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Leon County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

- 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
- 2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
- 3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**

“The School Board of Leon County, Florida” must be listed as additional insured on all liability coverage's except Workers' Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- 1. The company must be:**
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or**
 - b. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of “A” or better and a Financial Size Category of “IV” or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.**

or

- 2. with respect only to the Workers' Compensation insurance, the company must be:**
 - a. authorized as a group self-insurer pursuant to Florida Statutes or**
 - b. authorized as a commercial self-insurance fund pursuant to Florida Statutes**

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County Schools
Purchasing Department
Attn: June Kail, Director of Purchasing
3397 W. Tharpe St.
Tallahassee, Florida 32303**

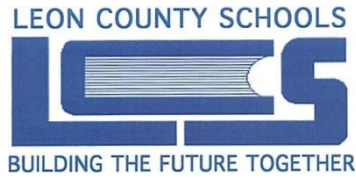
The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as “Additional Insured”.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113.

Bid No. 5134 - 2013 – Paint and Paint Products District Wide

BID SUBMITTAL REQUIREMENTS / CHECKLIST: To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked “Required” must be submitted with your response or your proposal will be declared non-responsive.

Required	Included	Verified	Description of Submittal
<input checked="" type="checkbox"/>			ITB – Bidder Acknowledgement Form – page 1
			Bidder Identification Label (affixed to submittal) – page 2
			Occupational Licenses as required – page 4, item I
<input checked="" type="checkbox"/>			Dispute Resolution Contact – page 8, item JJ
<input checked="" type="checkbox"/>			Bid Proposal Form – page 17
<input checked="" type="checkbox"/>			Conflict Of Interest Certificate – page 24
<input checked="" type="checkbox"/>			Application for Vendor Status – page 25
<input checked="" type="checkbox"/>			Customer Reference Form – page 26
<input checked="" type="checkbox"/>			Vendor Questionnaire – page 27
<input checked="" type="checkbox"/>			Drug Free Workplace Certification – page 28
<input checked="" type="checkbox"/>			Certification Regarding Debarment – pages 29 – 30
<input checked="" type="checkbox"/>			Sworn Statement / Jessica Lunsford Act – pages 31 – 32
<input checked="" type="checkbox"/>			Local Small Business Certification – page 33
			Bid Submittal Requirements Checklist – page 36
			Statement of No Bid – page 37



STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Leon County Schools, 3397 W. Tharpe Street, Tallahassee, Florida, 32303. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Leon County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your **ITB No. 5134 - 2013 – Paint and Paint Products District Wide**

- We do not offer this product or the equivalent.
- Insufficient time to respond to the invitation to bid.
- Remove our name from this bid list only.
- Our product schedule would not permit us to perform.
- Unable to meet bond requirements.
- Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____