



**District Term Contract (DTC)  
DTC # 26-1023  
Employee Uniforms and School Apparel**

06.17.25  
ITCw 802  
8,01

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and in focUS Apparel, (Contractor) located at 3783 Hartsfield Rd., Tallahassee, FL 32303. The District and Contractor are collectively referred to herein as "Parties" and individually as a "Party." Unless otherwise defined here, all capitalized terms shall have the meaning assigned to them in the Contract.

The Contractor responded to the District's Invitation to Bid (ITB) No. 1002-2026 Employee Uniforms and School Apparel. The District has accepted the Contractor's Bid and enters into this Contract in accordance with the terms and conditions of ITB No. 1002-2026 Employee Uniforms and School Apparel.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

**I. Scope of Work**

The services to be provided by the Contractor pursuant to this Contract are defined in ITB No. 1002-2026 Employee Uniforms and School Apparel and all Addenda which are referenced and incorporated herein. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

**II. Contract Term**

The initial Contract term is for three (3) years and shall begin on July 1, 2025, or on the last date on which it is signed by all Parties, whichever is later.

**III. Renewal Terms**

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, upon mutual agreement of the Parties as set forth in the Contract.

**IV. Contract**

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: ITB No. 1002-2026 Employee Uniforms and School Apparel and all Addenda; and
- b) Exhibit B: Awarded Contract Pricing.

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: ITB No. 1002-2026 Employee Uniforms and School Apparel and all Addenda; and
- c) Exhibit B: Awarded Contract Pricing.

## **V. Amendments**

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract that alter the definition of the services shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, the most recent amendment will take precedence.

## **VI. Contract Notices**

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

## **VII. Contract Management**

### **The District's Contract Manager:**

Niki Sparks, Director- Purchasing, Warehouse, & Property Management

3397 W. Tharpe St.

Tallahassee, FL 32303

Phone: (850) 488-1206

Email: [sparksn@leonschools.net](mailto:sparksn@leonschools.net)

The District may appoint a different Contract Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

### **Primary Contact:**

Sara Smith, Owner

3783 Hartsfield Rd.

Tallahassee, FL 32303

Phone: 850-350-0016

Email: [infocUSapparel@gmail.com](mailto:infocUSapparel@gmail.com)

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s) above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager or designee if a new employee is designated as the contact person for this Contract.

## **VIII. Termination**

The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Solicitation when such action is in the best interest of the Board. If Contract/Purchase Order(s) is so canceled, the Board shall be liable only for payment for services rendered or commodities received prior to the effective date of cancellation. The Board is not liable for Contractor's anticipated profits.

### **1. Termination for Convenience**

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 60 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties.

### **2. Termination for Cause**

Performance issues will be handled per Section 2.10 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor.

### **3. Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

### **4. Termination for Lack of Funds**

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. The District shall be the final authority as to the availability of funds.

### **5. Contract Termination Requirements**

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

## **IX. Assignment**

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special District of the State of Florida upon providing written notice to the Contractor.

## **X. Subcontracts**

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager or designee, enter into a written subcontract(s) for the

performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

#### **XI. Price Adjustments**

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

#### **XII. Other Conditions**

##### **A. Public Records**

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:**

**Leon County Schools**

**ATTN: Julie Jernigan**

**2757 West Pensacola Street**

**Tallahassee, Florida 32304**

**Telephone: (850) 487-7177**

**Email: [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net)**

**B. Disputes**

Any dispute concerning the performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Purchasing Director or designee. The District's Purchasing Director, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers, and the District's Contract Administrator.

**C. Notices**

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

**D. Insurance**

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum, this coverage shall include general liability coverage of no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28, F.S.

**E. No Waiver of Sovereign Immunity**

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

**F. Employee Status**

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

**G. Force Majeure**

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

**H. Available Funding**

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

**I. Scrutinized Companies Contractor Certification**

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

**J. Contracting with Entities of Foreign Countries**


By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

**K. Vendor Interests**

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Bidder be expected to provide documentation of its social, political, or ideological interests or those of its employees.

**IN WITNESS THEREOF**, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR: in focUS Apparel**


  
\_\_\_\_\_  
Authorized Signature

Sara Smith  
\_\_\_\_\_  
Printed Name

owner  
\_\_\_\_\_  
Title

6/12/25  
\_\_\_\_\_  
Date

**SCHOOL BOARD OF LEON COUNTY, FL**

  
\_\_\_\_\_  
Marcus Nicolas, LCSB Vice-Chair

06.17.25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rocky Hanna, Superintendent

6/17/25  
\_\_\_\_\_  
Date

# Exhibit A



## Invitation to Bid (ITB)

Leon County School Board  
Purchasing Department  
3397 West Tharpe Street  
Tallahassee, Florida 32303  
[purchasing@leonschools.net](mailto:purchasing@leonschools.net)

### Employee Uniforms and School Apparel ITB 1002-2026

ITB Released: April 16, 2025  
Deadline for Questions\*: April 30, 2025  
Bids Due:\* 2:00 p.m. on May 14, 2025  
Jennifer Smith  
Procurement Officer

\*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)



# ITB Timeline

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	April 16, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Written Questions Due	April 30, 2025	Submit to: Jennifer Smith, Procurement Officer Subject: ITB 1002-2026, Employee Uniforms and School Apparel Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	May 2, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Sealed Bids Due and Opened	May 14, 2025 at 2:00 p.m. EST	Submit to: Leon County Schools Purchasing Department Attn: Jennifer Smith, Procurement Officer ITB 1002-2026, Employee Uniforms and School Apparel 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Bid Opening.
Anticipated Date the District will Advertise its Notice of Award Recommendation	June 9, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>

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# SECTION 1: Key Information



## 1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is seeking qualified Vendors to establish fixed firm discounts to provide employee uniforms and school apparel. The District does not guarantee to any Successful Bidder (hereinafter referred to as “awarded Contractor”) a specific volume of work as a result of award.

- a. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. Unless otherwise indicated, all dates and times reflect Eastern Time (Tallahassee, Florida).
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



## 1.2 Bidder Qualifications

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The Bidder must be duly licensed in the State of Florida; and
- b. The Bidder shall have three (3) years in the last five (5) years providing clothing, uniforms, and embroidery services.



## 1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.
- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

**e. The District's Procurement Officer**

Name: Jennifer Smith, Procurement Officer

Purchasing Department

Leon County Schools

3397 W. Tharpe Street

Tallahassee, FL 32303

Telephone: (850) 488-7428

Email: [purchasing@leonschools.net](mailto:purchasing@leonschools.net)

- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



**1.4 Developing Your Bid**

- a. This ITB is being issued as part of an open, competitive process and sets out the appropriate steps and conditions.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
  2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
  3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions contrary to this ITB's material requirements are not permitted. Including alternate provisions or conditions to material requirements will be considered a counteroffer, resulting in the Bid being deemed non-responsive.
- f. Bidders must use Attachment I, Price Sheet, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.

- j. The District may reject any and all Bids that do not meet the following **pass/fail criteria (also called Mandatory Responsiveness Criteria)**. Any Bid rejected for failure to meet these requirements will not be evaluated further:
1. The Bidder must be duly licensed in the State of Florida;
  2. The Bidder shall have three (3) years in the last five (5) years providing clothing, uniforms, and embroidery services.
  3. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.); and
  4. The Bidder shall complete and submit the following:
    - i. Attachment I, Price Sheet
    - ii. Attachment II, Required Provisions Certifications
    - iii. Attachment III, Notice of Conflict of Interest
    - iv. Attachment IV, Bidder Contact Information
    - v. Attachment VIII, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048
    - vi. Attachment IX, Certification Regarding Lobbying for Contracts, Grants, and Cooperative Agreements
    - vii. Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services



### 1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Bids submitted via email or fax.
- b. Bidders must mail or otherwise deliver their Bids to the following address:

Leon County Schools Purchasing Department  
ITB 2450-2025, Employee Uniforms and School Apparel  
Attn: Jennifer Smith, Procurement Officer  
3397 W. Tharpe Street  
Tallahassee, FL 32303
- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. Late Bids will not be accepted.
- d. Submit one (1) signed, original, and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.

- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize using non-recyclable materials.



## 1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.



## 1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing so, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the District's best interest. The District may correct Minor Irregularities at its exclusive option but is not obligated to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



## 1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.





## 1.9

### Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [Bidprotests@leonschools.net](mailto:Bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on weekends, District holidays, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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## SECTION 2: Scope of Work

### 2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for operating, controlling, and supervising all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 30,000 students from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for higher grade levels.

### 2.2 Procurement Overview/Requirements

Through this solicitation, the District intends to establish fixed percentage discount(s) for the purchase of employee uniforms, school apparel, and embroidery/screen printing services. The District will not consider Bids for rental or lease programs for uniforms. The District will award multiple contracts as in its best interest. The District does not guarantee to any awarded Contractor a specific volume of work as a result of contract award. It shall be at the District's sole discretion to make any or all awards for establishing the vendor list.

The expected Contract terms and options to renew are:

Description	Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

### 2.3 Bidder Responsibilities

Each Bidder must carefully examine the ITB requirements, Bid prices and extensions, insurance requirements, licensing requirements, Bid opening date and time, and thoroughly familiarize itself with all of the terms and conditions contained within the ITB. Failure to do so on the part of the Bidder will in no way relieve it of any of the obligations and responsibilities that are a part of the ITB.

### 2.4 Scope of Work

The awarded Contractor(s) shall provide clothing, uniforms, embroidery/screening, and individual fitting services to designated District staff annually, and as needed. The District purchases uniforms annually for Transportation, Maintenance, Dining Services, and Property Management employees. The District purchases various other shirts and apparel as needed.

- a. The awarded Contractor(s) shall furnish at their expense all supervision, equipment, tools, machinery, labor, materials, transportation, and other items and services necessary to fully accomplish the contract requirements.
- b. The awarded Contractor(s) will package individual orders and label them with the employee name, location, and a list of all items ordered and included in the package as required.
- c. The awarded Contractor(s) will provide an individual receiving ticket to be signed by the employee when items are picked up. A copy of the signed receiving ticket shall be included with the invoice.
- d. Any uniforms that are not received as ordered, will be reported and returned to the Awarded Contractor within five (5) days and corrected and available for employee pickup within five (5) days thereafter.

## 2.5 Quantities

There are over five hundred (500) employees approved to receive uniforms annually to include a combination of shirts, pants, skirts, jackets, chef shirts, chef coats, and chef pants. The initial orders placed by individual Departments shall be available for pickup no later than thirty (30) calendar days after receipt of a District authorized purchase order, and individual fitting of the employee (if required).

New or replacement personnel will also be provided uniforms as needed. Subsequent orders will be placed after the initial order and shall be available for pickup within ten (10) calendar days after the order is placed. Quantities and types of individual items ordered will vary.

Schools and District sites will be authorized to purchase items awarded as a result of this solicitation, as well as items on the awarded Contractor's product line based on the discount % awarded.

- a. **Transportation Department:** Annually, approximately two-hundred and fifty (250) Bus Drivers and Bus Aides will be provided five (5) polo shirts, one (1) long-sleeve fleece jacket, and two (2) pairs of khaki pants or skirts.
- b. **Property Management Department:** Annually, approximately seven (7) property management department staff will be provided three (3) sets of uniforms that include a mix of embroidered polo shirts, t-shirts, and cargo pants or shorts.
- c. **Maintenance Department:** Annually, approximately seventy-five (75) maintenance department staff will be provided five (5) sets of uniforms that include a mix of embroidered polo shirts and t-shirts, jeans, cargo pants, and flame-retardant shirts and jeans.
- d. **Dining Services Department:** Annually, approximately forty-one (41) Dining Service Managers and one hundred and sixty-five (165) Food Service Workers will be provided three (3) uniform items that include a mix of cook shirts, chef coats (Managers), and three (3) pair of pants. The Cook Shirts, and Chef Coats will be required to have the approved Dining Services logo.
- e. **School and Ancillary Site T-Shirts and Uniforms:** Schools and ancillary sites may place orders as needed and approved.
- f. **Additional Products:** The District reserves the right to purchase additional items from the Awarded Contractor's product line(s) and is requesting Bidder to provide a % Discount off catalogue pricing.

## 2.6 Location & Staff

All bidders must have an office/branch or other facilities, with adequate product, equipment, storage, and warehouse facilities located within Leon County, FL to properly service the requirements of this Contract.

The location provided shall be currently open and operational and shall have been open and operational for the previous consecutive two (2) years.

## **2.7 Administrative Procedure for Annually Approved Uniform Orders**

- a. The awarded Contractor(s) will receive a signed copy of the purchase order.
- b. A list of employees who are approved to receive uniforms, will be provided to the awarded Contractor(s) prior to or along with the purchase order to include approved items and quantities for the designated employee(s).
- c. The Department will determine the best time and period within the fiscal year for fittings. These dates will be arranged between the awarded Contractor(s) and the Department.
- d. The initial order shall be available for pickup no later than thirty (30) days after the individual fitting of the employee. New or replacement personnel will also be provided uniforms throughout the term of the contract.
- e. Subsequent orders shall be available for pickup no later than ten (10) days after the measurement of the employee.
- f. The awarded Contractor(s) shall individually package orders and label with the employee name, location and a list of all items ordered. items included in package, and if any of the items are backordered.
- g. The District employee receiving the items will sign a receiving ticket indicating the date and items received.
- h. All items must be signed for by the District employee when received.

## **2.8 Uniform Specifications and Fittings**

- a. **Uniform Measurements**
  - i. It shall be the awarded Contractor's responsibility to supply all necessary services to obtain correct garment sizes by measurement of each employee as needed. For initial annual order placement, the awarded Contractor(s) shall coordinate with the ordering department to provide a timeframe for authorized employees to arrive at the contractor's local retail location for measurement.
  - ii. The awarded Contractor(s) must have a representative available to meet with and be responsible for providing assistance in measuring and ordering of individual uniform items. The awarded Contractor(s) shall be responsible for having every size sample available for employees to be fitted at the retail location of the vendor.
  - iii. This measuring/fitting service must be available throughout the year for new employees. Styles and sizes provided during fitting service must be the same as items bid.
  - iv. If the awarded Contractor(s), after taking necessary measurements cannot fit an employee properly, the contractor shall have the garment(s) altered to fit the employee at no cost to the District.
  - v. The awarded Contractor(s) shall coordinate with the District Contract Manager to accommodate employees with size or fitting requirements, and will provide options within the awarded Contractors' Catalog at or above the discount percentage awarded.

- vi. Employees that require special fitting and/or unusual sizes should have their uniforms completed and returned within twenty (20) days after knowledge that a special fitting or alteration is necessary.

**b. Uniform Specifications**

- i. All garments, shall meet or exceed industry standards for fabric thread count, tensile/tear strength, pilling, abrasive resistance, wrinkle recovery, creasing, and soil release finish.
- ii. The finished garment shall meet or exceed industry standards for washing, shrinkage, stitching, and fit/sizing.
- iii. All garments shall have permanently affixed labels, which include size, fabric content and care and instructions.
- iv. Garments shall carry standard warranties.
- v. Buttons and zippers shall be appropriate for each garment.
- vi. Contractor shall be required to provide, at no additional cost, simple alterations/hemming at the user's request.
- vii. No irregular cuts or seconds will be acceptable.

**2.9 Logo and Embroidery**

The District has approved two embroidered logo styles for use on employee uniforms. The awarded Contractor is not authorized to deviate from the approved logo styles without authorization from the District Contract Manager.

**a. Standard District Logo**

- i. The standard items requiring an embroidered logo must use the approximate six-thousand (6,000) stitch, full multi-color logo as pictured below.
- ii. Items may have up to three lines of embroidery print such as department, or employee name at no additional cost.



**b. Dining Services Department Logo**

- i. The Dining Services items requiring an embroidered logo must use the approximate six-thousand (6,000) stitch, full multi-color logo as pictured below. Chef Works is a preferred brand.



**2.10 Pricing**

- a. Each vendor shall submit a fixed percentage discount to be deducted from its effective catalog and/or descriptive price list. Discounts less than 10% will NOT be considered for award. All prices shall be F.O.B. Destination unless otherwise noted. The District recognizes that catalog prices may change throughout the contract term, however, the percentage discount must remain firm for the entire contract period.
- b. Bidder is requested to provide a catalog percentage discount for any items not specifically listed on the Price Sheet.

**2.11 Catalogs**

Bidder shall submit with the Bid response one (1) digital copy of proposed published catalog(s) or descriptive price list proposed for inclusion in this contract on USB flash drive or by providing the URL on Price Sheet. Name and effective dates of catalog must be stated on the Bid Price Sheet and a copy of each catalog or electronic link for the on-line catalog must be submitted with the bid in order to be considered for award. Published information shall be descriptive in detail and include list price and product order number. Catalog shall be the latest edition or most current published and be dated and/or numbered for identification purposes. Sales flyers, promotion price sheets of limited offering and item, or catalogs devoid of listed prices shall not be considered acceptable form. Failure to submit catalogs or electronic link for on-line catalog as specified may be cause for Bid to be deemed non-responsive.

During the term of the contract, vendors must promptly provide catalogs/price lists (including url address if applicable) directly to any LCS school or department that request them at no charge.

Note: Discounts will be taken off the most current catalog available. The awarded Contractor(s) are responsible for submitting each successive catalog to the District Contract Manager throughout the term of this contract.

## **2.12 Order Placement, Purchase Orders, and Procurement Cards**

The award does not constitute any order(s). After approval of an award has been made of this solicitation, the District will place orders utilizing one of the following procedures:

- a. **District-Issued Purchase Orders (Blanket or Standard):** Purchase orders will be either a blanket purchase order to cover a specific time and dollar amount for multiple purchases against it, or a standard purchase order that is issued for specific items.
- b. **School/Site-Based Internal Account Purchase Order:** a specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the site level. Please note that schools may vary in their ordering and payment procedure.
- c. **Procurement Card:** Sites or departments may place orders utilizing a District-issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card.

The awarded contractor (s) shall not provide any items or services, on any District-initiated order without one of the above ordering methods. It will be the responsibility of the awarded Contractor to fully understand the order and how and when to process it according to how the order is placed.

## **2.13 Invoice and Payment**

The Contractor will be paid upon submission of a properly documented invoice to the District following pickup/delivery and acceptance of the contracted goods or services. The invoice(s) shall contain sufficient detail for audit purposes, including the PO number, and an itemized list of all goods and/or services along with signed receiving tickets. The Board intends to pay all properly submitted invoices on "Net 30 Days" terms, following the receipt of goods or completion of services and receipt of a properly documented and approved invoice. The awarded Contractor must accept payment with a District credit card without additional fees.

## **2.14 Performance Monitoring**

The District may utilize any or all of the following methodologies in monitoring the Contractor(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- a. On-site reviews of work performed;
- b. Documentation/review of timely response to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices.

The Contract Manager will provide a written monitoring report to the awarded Contractor within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Awarded Contractor the opportunity for correction, where feasible.

Within ten (10) calendar days of receipt of the District's written monitoring report, the awarded Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies, including responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time

frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the awarded Contractor. The Contract Manager shall reject CAPs that do not contain all the information required in writing. The awarded Contractor shall have 15 calendar days from receiving such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District may terminate the Contract. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

**Any awarded Contractor that has documented non-compliance issues without resolution one or more times may have their contract canceled due to non-performance. Contract cancellation will be at the sole discretion of the District.**

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## SECTION 3: Procurement Rules and Information

### 3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet, on an electronic USB thumb drive and provide a signed hard copy.
- b. **Each Bidder must provide a digital copy of proposed published catalog(s) or descriptive price list proposed for inclusion in this contract on USB flash drive or by providing the URL on the Price Sheet.**
- c. Attachment II, Required Provisions Certifications
- d. Attachment III, Notice of Conflict of Interest
- e. Attachment IV, Bidder Contact Information
- f. Attachment V, Local Preference Affidavit (if applicable)
- g. Attachment VI, Subcontracting Form (if applicable)
- h. Attachment VII, Drug-Free Workplace Certification (if applicable)
- i. Attachment VIII, Certification Regarding Debarment
- j. Attachment IX, Certification Regarding Lobbying
- k. Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

### 3.2 Basis of Award

The District intends to issue an award to the Responsible Bidder(s) who provide the best value to the District. The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8.

The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

Any award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

### 3.3 Advertising Notice of Board Decision

The District reserves the right to award one (1) or more Contracts, in whole or part, for the services sought in this ITB. The District reserves the right to accept or reject any offers or separable portions and waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the Board's best interest. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline. It will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

### **3.4 No Prior Involvement and Conflicts of Interest**

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

### **3.5 Confidentiality, Proprietary, or Trade Secret Material**

The District takes its public records responsibilities very seriously, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce all the documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

### **3.6 Florida Preference**

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision that grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state

as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

**3.7 Small Business Enterprise**

This ITB is subject to the small business enterprise provisions specified in Board Policy 6327.

**3.8 Local Purchasing Preference**

This ITB is subject to the local purchasing preference provisions specified in Board Policy 6450.

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## **SECTION 4: Contract Terms and Conditions**

### **4.1 Contract Modifications**

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days before any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Other than purely administrative changes, any changes will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine a "not to exceed" price for each additional project using the contractually established hourly rates with the Contractor.

### **4.2 Use by Other Public Agencies**

Pursuant to their governing laws and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined that conducting our solicitation is in our best interest.

### **4.3 Travel Expenses**

The District shall not be responsible for paying any travel expenses incurred by Bidders due to this ITB or Contract.

### **4.4 E-Verify**

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

### **4.5 Subcontracts**

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known

at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **4.6 Background Screening Requirements/Jessica Lunsford Act**

Florida Statutes contain specific fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with schools, school boards, school districts, and charter schools, which may have personnel who will be on school grounds when students are present. All contractor staff must successfully pass a Level 2 background screening. Individuals who fail to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

##### **District Contact**

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: [kimblerd@leonschools.net](mailto:kimblerd@leonschools.net)

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

#### **4.7 Insurance**

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers' compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as

evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

**4.7.1 Commercial General Liability:** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

**4.7.2 Professional Liability Insurance:** The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.

**4.7.3 Automobile Liability Insurance:** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

**4.7.4 Workers' Compensation Insurance:** The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.

**4.7.4.1** Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

- i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.
- ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

**4.7.5.1** The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined

above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

**4.7.5 Cyber Liability Insurance:** Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

**4.7.5.1 Information Security Incident Response.** In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
  - a. Notification to potentially affected persons;
  - b. Credit monitoring services;
  - c. Identification protection services;
  - d. Establish and operate a call center;
  - e. Notification to any and all regulatory authorities; and
  - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

**4.7.6** Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.

**4.7.7** Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

#### **4.8 Copyrights, Right to Data, Patents, and Royalties**

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### **4.9 Independent Contractor Status**

The Awarded Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.10 Contact with Students**

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

#### **4.11 Assignment**

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and



obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

#### **4.12 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **4.13 Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### **4.14 Reservation of Rights**

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

#### **4.15 Americans with Disabilities Act**

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

#### **4.16 Employment of District Personnel**

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### **4.17 Legal Requirements**

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.18 Conflict of Law and Controlling Provisions**

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

#### **4.19 Default**

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

#### **4.20 Termination**

The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Solicitation when such action is in the best interest of the Board. If Contract/Purchase Order(s) is so canceled, the Board shall be liable only for payment for services rendered or commodities received prior to the effective date of cancellation. The Board is not liable for Contractor's anticipated profits.

##### **4.20.1 Termination for Convenience**

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 60 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties.

##### **4.20.2 Termination for Cause**

Performance issues will be handled per Section 2.17 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor.

##### **4.20.3 Termination for Unauthorized Employment**

Violating the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

##### **4.20.4 Termination for Lack of Funds**

If the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another delivery method whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

##### **4.20.5 Contract Termination Requirements**

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

#### **4.21 Public Records**

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and

maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net), (850) 487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.**

#### **4.22 Indemnification**

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **4.23 No Waiver of Sovereign Immunity**

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

#### **4.24 Disputes**

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of

Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

#### **4.25 Federal Terms and Conditions**

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the "federally assisted construction contract" definition in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the "funding agreement" definition under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
  - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
  - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  - 2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
  - 1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
  - 2. For purposes of this section:
    - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
  - 1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
    - i. Procure or obtain;
    - ii. Extend or renew a contract to procure or obtain; or;
    - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      - b. Telecommunications or video surveillance services are provided by such entities or using such equipment.
      - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

#### 4.26 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability,

military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

#### **4.27 Discriminatory Vendor List**

Per the provisions of 287.134(2)(a), F.S., "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

#### **4.28 Public Entity Crime & Convicted Vendor List**

Per the provisions of 287.133 (2)(a), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies 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 Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### **4.29 Scrutinized Companies Certification**

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

#### **4.30 Contracting with Entities of Foreign Countries**

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic

of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

#### **4.31 Vendor Interests**

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

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## SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

<b>Adjacent County</b>	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
<b>Business Day</b>	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
<b>Contract</b>	The written agreement entered by the Board and Awarded Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
<b>Contract Manager</b>	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
<b>District/Board (LCS)</b>	Leon County School District, with the Leon County School Board serving as the contracting entity
<b>District Project Manager</b>	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
<b>Mandatory Responsiveness Requirements</b>	Terms, conditions, and requirements must be met by the Bidder to be considered responsive to this solicitation.
<b>Material Deviation(s)</b>	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
<b>Minor Irregularity</b>	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
<b>Bidder</b>	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
<b>Responsible Bidder or Vendor</b>	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
<b>Responsive Bid</b>	A Bid submitted by a Responsible Bidder which conforms to all material aspects of this ITB.
<b>Subcontract</b>	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Awarded Contractor is not relieved of its duties under the Contract when it enters a Subcontract.
<b>Awarded Contractor(s) or Contractor</b>	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.
<b>Landed Cost</b>	The sum of expenses associated with shipping a product.
<b>Qualified Grower</b>	A local farmer is any qualified grower located within the State of Florida.
<b>Product Cost</b>	The term "product cost" means the cost of products delivered to the Awarded Contractor's warehouse.
<b>Opportunity Buys</b>	Opportunity Buys are made available to the District from reputable, certified, local farmers due to seasonal volume, weather considerations, etc.

## Attachment I Price Sheet

Bidders are not required to bid on ALL items.			
<b>Instructions to Bidder:</b> <ol style="list-style-type: none"> <li>1. Enter Single Fixed % Discount in last column for the catalog(s) that you can offer.</li> <li>2. Catalog /Price List websites must be entered.</li> <li>3. Bidders must submit a fixed % discount for one or more of the listed Manufacturers to be considered for award.</li> </ol>			
Item #	Manufacturer Name	Catalog/ Price List Website	Single Fixed % Discount
1.	Carhart		%
2.	Chef Works		%
3.	Dickies		%
4.	Lapco		%
5.	Port Authority		%
6.	Red Kap®		%
7.	Sport-Tek®		%
8	% Discount Off Catalog Balance of the Line		%
<b>Custom Services</b>			
9.	Embroidery Services District Logo	Price Per Logo	\$
10.	Embroidery Personalization Per Line	Price Per Line	\$

<i>Company Name</i>	<i>FEIN</i>
<i>Authorized Representative Name (Printed)</i>	<i>Authorized Representative Title</i>
<i>Authorized Representative Signature</i>	<i>Date</i>

## **Attachment II**

### **Required Provisions Certifications**

#### **1. Business/Corporate Experience**

- a. The Bidder is duly licensed in the State of Florida;
- b. The Bidder has three (3) years in the last five (5) years providing clothing, uniforms, and embroidery services.

#### **2. Prime Vendor**

This is to certify that the Awarded Contractor will act as the Prime Contractor to the District for all services provided under the Contract(s).

#### **3. Meets Legal Requirements**

This is to certify that the Bidder's Bid and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

#### **4. Business Licensing and Financial Issues**

This is to certify that the Bidder has disclosed in their Bid all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

#### **5. Federal Debarment**

This is to certify that neither the Bidder nor its principles is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

#### **6. Conflict of Interest**

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Bidder whatsoever.

#### **7. Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid with regards to this ITB. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Bid.

#### **8. Statement of Non-Disclosure**

This is to certify that none of the contents of this Bid have been disclosed before award, directly or indirectly, to any other Bidder or competitor.

## 9. Statement of Non-Collusion

This is to certify that the proposed costs in this Bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Bidder or with any competitor, and not to restrict competition.

## 10. Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting

Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the District may immediately terminate the resulting Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized

Companies that Boycott Israel List, or are engaged in a boycott of Israel, or have engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Bid for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

**By signing this certification below, the Authorized Representative affirms their authority to bind the Bidder and acknowledges and affirms the statements above.**

***Authorized Representative (Print)***

***Authorized Representative (Signature)***

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online

notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_  
(name of authorized representative)

as \_\_\_\_\_ as \_\_\_\_\_  
(position title for authorized representative) (position title)

for \_\_\_\_\_  
(Vendor Name)

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

**Attachment III**  
**Notice of Conflict of Interest**

(Bidders shall complete either Section 1 or Section 2)

**Company**

**Name:** \_\_\_\_\_

**Solicitation Number: ITB 1002-2026**

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

**Section 1**

I hereby certify that no official or employee of the School Board has a material financial interest in this company.

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Printed)

**Section 2**

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Date

## Attachment IV

### Bidder Contact Information

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
<b>Name:</b>		
<b>Title:</b>		
<b>Street Address:</b>		
<b>City, State, Zip Code</b>		
<b>Telephone: (Office)</b>		
<b>Telephone: (Cell)</b>		
<b>Email:</b>		

<b>Company Name</b>	<b>Authorized Representative (Signature)</b>	<b>Date</b>
<b>FEIN#</b>	<b>Authorized Representative (Print)</b>	

## Attachment V

### Local Purchasing Preference Affidavit

A Bidder must have a physical business address staffed by at least one (1) person in the geographical boundaries of Leon, Gadsden, Jefferson, Liberty, or Wakulla counties, Florida., employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening to qualify for the Local Purchasing Preference. On a day-to-day basis, the Bidder should substantially provide the goods/services provided under this Contract from the local business address. Post office boxes are not acceptable for obtaining this preference. By completing this Affidavit, the Bidder affirms that it is a local Business, as defined by Board Policy 6450.

Bidder Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

County: \_\_\_\_\_ Phone of Local Location: \_\_\_\_\_

Phone of Local Location: \_\_\_\_\_ Length of Time at this Location: \_\_\_\_\_

Is your business certified as a small business enterprise through Leon County Schools?  
\_\_\_\_\_

\_\_\_\_\_  
*Authorized Representative (Print)*

\_\_\_\_\_  
*Authorized Representative (Signature)*

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online

notarization this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_ (name of

authorized representative) as \_\_\_\_\_ (position title for

authorized representative) as \_\_\_\_\_ (position title) for

\_\_\_\_\_  
(Vendor Name).

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

## Attachment VI

### Subcontracting Form

The Bidder shall complete the information below on all subcontractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s) but provides the District with information on proposed subcontractors for review.

**Complete a separate sheet for each subcontractor.**

Prime Bidder Name: \_\_\_\_\_

Type/Description of Goods or Service Subcontractor will provide: \_\_\_\_\_

Subcontractor Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Currently Registered as a Small Business with Leon County Schools? Yes \_\_\_\_\_ No \_\_\_\_\_

Local Bidder per Board Policy 6450? \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

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## Attachment VII

### Drug-Free Workplace Certification

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

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Name of Business

1. Publishes 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. Informs 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, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) \_\_\_\_\_

Authorized Officer (Signature) \_\_\_\_\_

Date \_\_\_\_\_

## Attachment VIII

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

#### Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A.** The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of the 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 or debarment.
- (3) The prospective lower-tier participant shall provide immediate written notice to the person(s) to which this Bid is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that 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.

**Attachment IX**  
**Certification Regarding Lobbying**  
**For Contracts, Grants, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Executive Director) Authorized to Sign Application)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: \_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Title of Grant Program

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**1. Type of Federal Action**

- ☐ a. Contract  
☐ b. Grant  
☐ c. Cooperative Agreements  
☐ d. Loan  
☐ e. Loan Agreement  
☐ f. Loan Insurance

**2. Status of Federal Action**

- ☐ a. Bid/offer/application  
☐ b. Initial award  
☐ c. Post-award

**3. Report Type**

- ☐ a. Initial filing  
☐ b. Material changes

For a material change only:

Year: \_\_\_\_\_ Quarter: \_\_\_\_\_

Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

\_\_\_\_\_  
Prime \_\_\_\_\_ Subawardee \_\_\_\_\_ Tier (if known) \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Congressional District (if known) \_\_\_\_\_

**6. Federal Department/Agency:**

\_\_\_\_\_

**8. Federal Action Number** (if known) \_\_\_\_\_

**10. (a.) Name and Address of Lobbying Registrant**

\_\_\_\_\_  
\_\_\_\_\_

**10. (b.) Individuals Performing Services**

\_\_\_\_\_  
\_\_\_\_\_

**11.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Attachment X**  
**Vendor Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Leon County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

\_\_\_\_\_  
*Signature of Authorized Representative*

## Exhibit A

### ITB Submittal Checklist

The list below is provided to assist bidders in ensuring the necessary documents are included in the bid submittal. This Exhibit does not need to be returned with your Bid.

Included	Item
	Attachment I, Price Sheet
	Attachment II, Required Provisions Certifications
	Attachment III, Notice of Conflict of Interest
	Attachment IV, Bidder Contact Information
	Attachment VIII, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048
	Attachment IX, Certification Regarding Lobbying for Contracts, Grants, and Cooperative Agreements
	Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services





# Addendum #001

## Invitation to Bid (ITB) 1002-2026

### Employee Uniforms and School Apparel

**Date:** May 2, 2025

**Solicitation:** ITB 1002-2026 Employee Uniforms and School Apparel

**Bid Opening:** May 14, 2025, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

---

**This Addendum provides the Board's written answers to the timely written questions received.**

Question	Answer
1. For item 2.6 Location & Staff, will the district include an office/branch or other facilities with adequate product, equipment, storage, and warehouse facilities located within neighboring Jackson County, FL to properly service the requirements of this Contract, given the vendor has adequate staff & resources to provide personal location visits to all Leon County School locations as requested? For consideration, please also review the following question where the vendor would then be required to come to all school sites for measurement & delivery, versus the employee required to travel to the vendor office/branch. For items 2.7 d and e, the vendor will be required to deliver the uniforms to the department site and gain the employee signature for receiving, so the employee does not need to travel off site.	No, all bidders must have an office/branch or other facilities, with adequate product, equipment, storage, and warehouse facilities located within Leon County, FL to properly service the requirements of this Contract.
2. For item 2.8 Uniform Specifications and Fittings, part i., can the vendor coordinate with the department to schedule measurement for uniforms and the vendor has the option to personally visit the department location to complete the fitting, so that employees do not need to travel off site? Vendor would be required to bring every size option to the department location for the measurement, as described in part iii, and also be available for subsequent visits to all Leon County Schools locations for measuring for new employees as needed throughout the year.	The awarded Contractor(s) and department manager may coordinate a timeframe on-site or the contractor's local retail location for initial annual order measurements.

## Attachment I

### Price Sheet

Bidders are not required to bid on ALL items.			
Instructions to Bidder:			
1. Enter Single Fixed % Discount in last column for the catalog(s) that you can offer. 2. Catalog /Price List websites must be entered. 3. Bidders must submit a fixed % discount for one or more of the listed Manufacturers to be considered for award.			
Item #	Manufacturer Name	Catalog/ Price List Website	Single Fixed % Discount
1.	Carhart	<a href="https://www.sanmar.com/Brands/Carhartt/c/bra-carhartt">https://www.sanmar.com/Brands/Carhartt/c/bra-carhartt</a>	22 %
2.	Chef Works	<a href="https://www.chefworks.com/">https://www.chefworks.com/</a>	22 %
3.	Dickies	<a href="https://wpg.wwof.com/Products/Category/3483">https://wpg.wwof.com/Products/Category/3483</a>	25 %
4.	Lapco	<a href="https://www.lapco.com/">https://www.lapco.com/</a>	22 %
5.	Port Authority	<a href="https://www.sanmar.com/Brands/Port-Authority/c/bra-portauthority">https://www.sanmar.com/Brands/Port-Authority/c/bra-portauthority</a>	30 %
6.	Red Kap®	<a href="https://wpg.wwof.com/Products/Category/655">https://wpg.wwof.com/Products/Category/655</a>	25 %
7.	Sport-Tek®	<a href="https://www.sanmar.com/Brands/Sport-Tek/c/bra-sporttek">https://www.sanmar.com/Brands/Sport-Tek/c/bra-sporttek</a>	30 %
8.	% Discount Off Catalog Balance of the Line		22 %
Custom Services			
9.	Embroidery Services District Logo	Price Per Logo	\$ 3.75
10.	Embroidery Personalization Per Line	Price Per Line	\$ 5.00

in focUS apparel

*Company Name*

46-1660523

*FEIN*

Sara Smith

*Authorized Representative Name (Printed)*

*Sara Smith*

*Authorized Representative Signature*

Owner

*Authorized Representative Title*

5/8/2025

*Date*