

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



SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO: 16-0075-SM

TITLE OF PROPOSAL: FOOD SERVICE - UNIFORMS

DUE DATE: TUESDAY, MARCH 29, 2016

TIME: 3:00 PM

SUBMITTED BY: _____

(Print Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
SCHOOL DISTRICT OF MANATEE COUNTY
SCHOOL SUPPORT CENTER
215 Manatee Ave West
Bradenton, FL 34205

PLEASE NOTE DELIVERY ADDRESS

**School Support Center in the Purchasing Department
215 Manatee Avenue West, Bradenton, FL 34205**

This is a secured facility. Ensure enough time if dropping off proposal.

PLEASE NOTE:

From time to time, addenda's may be issued for this proposal. Any such addenda will be posted on the same website from which you obtained this proposal. You should periodically check our website to download any addenda which may have been issued. **Proposals received without addendum acknowledgement shall be considered nonresponsive.**

Do not submit proposal prior to addenda due date!

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to proposal specifications. We are not responsible for delivery systems – internal or external. Proposals received in the Purchasing Office after the noted due date and time will be returned un-opened.

All vendors and potential vendors need to register with our e-procurement service. The vendor registration is intended for use in identifying vendors desiring to receive solicitations released by the Manatee County School District Purchasing Department. To view, download and be notified of competitive solicitations visit www.myvendorlink.com.



School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing

KAREN CARPENTER *CHAIRMAN*
JOHN COLÓN

SCHOOL BOARD:

ROBERT C. GAUSE

CHARLIE KENNEDY * VICE-CHAIRMAN*
DAVE "WATCHDOG" MINER

SUPERINTENDENT:
DR. DIANA GREENE

February 5, 2016

TO ALL INTERESTED PROPOSERS:

You are hereby invited by the School District of Manatee County to submit a proposal on furnishing and delivering the following:

FOOD SERVICE – UNIFORMS, MCSD NO. 16-0075-SM

Sealed proposals will be received at the School District of Manatee County Purchasing Office, 215 Manatee Ave West, Bradenton, Florida, 34205, **until 3:00 p.m., Tuesday, March 29, 2016.**

Proposals received in the Purchasing Office after the above specified time and date will not be considered and will be returned to the proposer unopened. No submissions or amendments made after proposal opening shall be considered.

Proposers shall return the Form of Proposal **(One (1) printed original copy, four (4) printed copies and one (1) electronic copy)** in a sealed envelope, PLAINLY MARKED ON THE OUTSIDE, "PROPOSAL ON FOOD SERVICE - UNIFORMS, MCSD No. 16-0075-SM."

If multiple proposals are to be opened, they will be opened sequentially by proposal number.

Products and/or services shall be in keeping with the specifications as prescribed in this proposal. Designation of a particular brand or make is not meant to restrict the proposal but merely to indicate the type and quality desired.

The Board reserves the right to reject any or all proposals, request new proposals, consider alternate proposals which meet the general specifications set forth and waive any informality. It also reserves the right to award proposals on such items and/or services it deems will best serve the School District of Manatee County's interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors. In addition, the District reserves the right to create, and select suppliers from a "short list" in order to enter into negotiations with one or more suppliers, with the intent of awarding a contract.

Awards will be made to the most responsive and responsible proposer(s) in the opinion of the Board.

Regards,
Purchasing Department
School District Manatee County
215 Manatee Ave West
Bradenton, Florida 34205
941-708-8770

INSTRUCTIONS TO PROPOSERS

PROPOSAL ON FOOD SERVICE – UNIFORMS, MCSD NO. 16-0075-SM

GENERAL PROPOSERS INFORMATION: Interested vendors are advised that the School District of Manatee County will not consider proposals which contain an escalation clause. It is understood that normal proposal processing time will be 30 - 60 days after opening date of proposal and that prices reflected by this proposal will be firm through proposal processing time and the delivery of items awarded.

PROPOSER'S LIABILITY: Proposers are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the proposal for completion of a proposal response is cause for rejection of a proposal.

PURCHASE TERMS AND CONDITIONS: This proposal agreement and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Request for Proposal, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful proposer(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

MINOR IRREGULARITIES/RIGHT TO REJECT: The District reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the District determines that doing so shall serve the Districts' best interests. The District may reject any response not submitted in the manner specified by the solicitation documents.

CLARIFICATIONS OR REVISIONS: Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the School District of Manatee County. Proposals received from vendors with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a proposal or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the Manatee County School District and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting therefrom on the School Board's behalf without further action by the School Board.

DIVISION OF CORPORATION REGISTRATION REQUIREMENT CONTINUED:

The following guidelines may be helpful:

- Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.
- Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.
- Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.
- In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida is required to register with the Division of Corporations.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded proposal are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or
2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

CLARIFICATION OF PROPOSALS: Proposers should email any questions regarding this proposal to purchasing@manateeschools.net see "Key Events & Date" section for deadline date. If you do not receive the reply message which states "Your questions have been received by the Purchasing Department of the School District of Manatee County", please contact the Purchasing Department at (941) 708-8770. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the proposal which have a material effect shall be communicated to proposers only by written addenda

ADDENDA TO PROPOSALS: From time to time, addenda's may be issued to this proposal. Any such addenda will be posted on (www.myvendorlink.com) and the District's Purchasing Website (www.manateeschools.net). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

PROPOSAL OPENING: Shall be public at **3:00 p.m., Tuesday, March 29, 2016**, at the School District of Manatee County Purchasing Office, 215 Manatee Avenue, West, Bradenton, Florida, 34205. **It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of proposal opening.** No submissions or amendments made after proposal opening shall be considered.

It is the Vendors responsibility to ensure the Purchasing Office receives documents according to proposal specifications. We are not responsible for delivery systems – internal or external. Proposals received in the Purchasing Office after the noted due date and time will be returned un-opened.

PROPOSALS RECEIVED BY TELEPHONE, TELEGRAPH, EMAIL OR FACSIMILE MACHINES SHALL BE CONSIDERED NONRESPONSIVE.

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statue 286.011 and noticed on the District's Purchasing Web Site – (www.manateeschools.net) and on the School District bulletin board located in the lobby at the School Support Center, 215 Manatee Avenue West, Bradenton, Florida, 34205. Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statue 286.011. See **page 11** for Key Events and Dates contained herein.

FORM: Proposals must be typed or printed in ink on the Form of Proposal enclosed herewith and returned in a sealed envelope. **Proposals which do not bear the original signature of an authorized representative in Blue Ball Point Pen on the Form of Proposal or are completed in pencil will be considered nonresponsive.**

LINE ITEM PROPOSAL CORRECTIONS: The use of correction fluid or erasures to correct line item proposal prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected proposals will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

PURCHASING CARDS: The School District of Manatee County may choose to use a “P-Card” for ordering of goods and materials or payment of invoices under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District’s Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this proposal at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

SEXUAL PREDATORS/JESSICA LUNSFORD ACT: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed through the District’s website (www.manateeschools.net).

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver’s license or government issued photo id will be required for scanning into the system and a visitor’s pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Proposers acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

EVALUATION CRITERIA: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO PROPOSAL DOCUMENTS: For the purpose of proposal evaluation, proposers must clearly stipulate any or all variances to the proposal documents or specifications, no matter how slight. If variations are not stated in the vendor’s proposal, it shall be construed that the proposal submitted fully complies in every respect with our proposal documents.

NO PROPOSALS: If a quotation is not made, it is imperative for future consideration on proposals and quotes that the “Statement of No Proposal” form enclosed herewith be completed and returned. Otherwise, a no response will be interpreted as indicating the vendor does not desire to do business with the School District of Manatee County and the company name will be removed from our Proposal Mailing List.

PROPOSER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after proposal opening shall be considered.

PROPOSAL RENEWAL: By **mutual consent** of the School District of Manatee County **and** the successful proposer(s), this contract may be renewed or renegotiated for two (2) additional one year periods.

PROPOSAL TABULATIONS: After approval by the School District of Manatee County, tabulations will be available for review on the e-procurement service website (www.myvendorlink.com) and the District's Purchasing Web Site (www.manateeschools.net).

NOTICE OF INTENT TO AWARD PROPOSALS: Once proposals are evaluated and a recommendation for award is determined, a Notice of Intent to Award will be posted on the e-procurement service website (www.myvendorlink.com) and the District's Purchasing Web Site (www.manateeschools.net). The recommendation for award is not official until this notice is posted. Proposers are invited to visit the e-procurement service website (www.myvendorlink.com) or and the District's Purchasing Web Site (www.manateeschools.net).

CONFLICTS OF INTEREST AND KICKBACKS: Any proposer giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other proposal, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this proposal if it in its best interest to do so.

NON-EXCLUSIVE AGREEMENT: This proposal does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

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

The unrestricted right to separately propose any work, products or services as described herein when it is to the economic benefit of the district.

DISPUTE: Proposal tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com) and on the District's Purchasing website (www.manateeschools.net). A proposer who wishes to file a protest pertaining to a proposal must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Manager.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Manager, a notice of protest in writing within seventy-two (72) hours after the posting of the proposal tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice

DISPUTE CONTINUED:

of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

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

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the proposer agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extent such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded proposal without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/proposer, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Vendor/Proposer shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Proposer shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

PUBLIC ENTITY CRIMES CERTIFICATE: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INSURANCE: The successful proposer shall furnish the School District of Manatee County with proof of:

- (1) Statutory Limits of Worker’s Compensation in compliance with Chapter 440, Florida Statute, if required.
- (2) Employer’s Liability Insurance in an amount not less than \$3,000,000.00 per occurrence.
- (3) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

If policy is on a “CLAIMS MADE” basis, contractor’s insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- (4) Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- (5) Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
- (6) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than \$300,000.00 per occurrence. Said property coverage shall provide coverage for all consequential damage arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a “BROAD FORM” basis.
- (7) Contractual Liability Insurance in an amount equal to or greater than \$3,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
- (8) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than \$1,000,000.00 per person and \$3,000,000.00 per occurrence.
- (9) Completed Operations Endorsement equal to or greater than \$1,000,000.00 per occurrence.
- (10) Independent Contractors Endorsement in an amount equal to or greater than \$3,000,000.00 per occurrence.
- (11) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.
- (12) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.
- (13) Contractor shall maintain at all times during the construction of the project a “Builders Risk” policy equal to the amount of the project, and shall include, as a minimum the following coverage’s: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)
- (14) Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute “as applicable”.

NONCOMPLIANCE WITH CONTRACT: It is expected that the service contract will be for the period of **May 24, 2016 through May 23, 2019**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

DEFAULTS: If the Proposer defaults after the Board awards a proposal, the Proposer shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or \$25.00, whichever amount is larger. If the proposal pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful proposer who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the proposer may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as proposal shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

MINIMUM ORDER: Proposals requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

UNITS OF MEASURE AND LOT SIZES: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the proposal price to the requested unit of measure. Proposals received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, proposers must indicate the units of measure they are able to supply.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i) (4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (34 CFR 80.36(i) (5): All vendors, contractors and sub-contractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5) if contracts are in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.

“STEVENS AMENDMENT” (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website (http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Finance) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (34 CFR 80.36(i) (6): All vendors, contractors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

SAMPLES: The School District of Manatee County reserves the right to request samples to be submitted at a later date for evaluation purposes, even though not specifically called for in the original specifications. Upon such request, samples shall be provided at no expense to the School District. Samples not destroyed in testing will be available for return to all vendors upon notification by the Purchasing Department. Samples will be returned at no expense to the School District. Samples for which no return authorization has been received after thirty (30) days of notification shall be considered donations to the School District by the vendor.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

QUALIFIED PRODUCTS LIST (QPL): The product(s) listed herein is the only product(s) for which bids will be accepted. Bids submitted for any other product(s) will not be considered. Vendors who wish to have their products added to the QPL for future bids must, at their own expense, have the appropriate tests performed and submit acceptable results to the Purchasing Department. Contact the Purchasing Department for specific instructions.

TESTING: If, after delivery of the products by the successful proposer, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more proposals, or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

FEDERAL DEBARMENT CERTIFICATION FORM: As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the proposal for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of \$100,000.00.

KEY EVENTS & DATES:

Friday, February 5, 2016	Bid notice e-mailed and mailed to prospective bidders & bidding documents posted on the VendorLink and Web Site
Wednesday, February 17, 2016	Questions/Clarifications due
Friday, February 19, 2016	Addenda posted to the e-procurement service website (www.myvendorlink.com) and on the District's Purchasing website (www.manateeschools.net)
Tuesday, March 29, 2016	Proposals due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room 406, Purchasing Department, School Support Center, 215 Manatee Ave West, Bradenton, Florida.
*Tuesday, April 5, 2016	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be located at 215 Manatee Avenue West, Bradenton, FL @ (Time) in (Room)
*On or About April 12, 2016	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com) and on the District's Purchasing website (www.manateeschools.net)
*Tuesday, May 10, 2016	School Board Award of Proposal
*May 30, 2016 –June 9, 2016	Fit Session at Awarded Proposer(s) Facility
*Prior to August 1, 2016	Uniform Pick Up at Awarded Proposer(s) Facility

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

SPECIFICATIONS/SCOPE OF WORK

PROPOSAL ON FOOD SERVICE – UNIFORMS, MCSD NO. 16-0075-SM

SCOPE

The purpose and intent of this Request for Proposal is to select supplier(s) to supply and deliver Food Service staff uniforms to approximately 350 Food Service employees and to secure firm, net pricing for the contract period as specified herein. The awarded proposer(s) will be providing a service that includes but not limited to:

- 1) Fit session at the vendor's location that will entail the complete measurement of each Food Service employee to ensure the correct ordering information for individual uniforms.
- 2) Awarded proposer(s) will take individual orders for each employee at fit session.
- 3) Awarded proposer(s) shall sort and mark correctly each individual uniform order with each employee name and site name.
- 4) Award proposer(s) must accommodate newly hired Food Service employees with the same process as above.
- 5) Individual schools may request awarded proposer(s) to conduct fit session at their school location. In this case, the Food Service employees at that individual school would be fitted at one time.

PRICING

The total cost of the uniforms should incorporate the following:

- 1) Cost of uniform
- 2) Freight Cost to awarded vendor(s)
- 3) Cost to embroider.

The awarded proposer(s) shall be supplied employee names by school site. Employees will be able to place orders prior to June 1st and prior to October 1st, twice a year. Food Service employees will have an annual uniform allowance to purchase uniforms. Currently, the allowance of each Food Service employee is \$152.90. Each employee will be able to tailor their purchase to meet their individual needs. The awarded proposer(s) shall bill the Food & Nutrition Office for each employee's purchase up to the allotted allowance. Individual purchases that exceed the allotted allowance shall be paid for by the employee directly to the awarded proposer(s). The Food & Nutrition Department will not be responsible for any uniform purchases billed over the allotted allowance.

FITTING & DELIVERY

The School District of Manatee County Food & Nutrition Department requires the awarded proposer(s) to have a process where Food Service employees can verify sizing prior to ordering, order pick up and returns without any additional cost to the District. Process must be able to accommodate the required delivery dates as set forth in this request for proposal. Proposer shall have safe and secure facility for fitting. It shall be at the discretion of the evaluation team if the proposer(s) process meet the needs of the Food Service employees.

REFERENCES

Proposer must submit three (3) references. References should include customers whose needs are comparable to that of the School District as stated in this Request for Proposal.

DELIVERIES

Receipt of all uniforms need to be received prior to August 1, 2016. The awarded proposer must be able to honor this delivery date to ensure Food Service employees have uniforms prior to the start of school **starting on August 10, 2016**.

HOURS OF OPERATION

The hours of operations is important to the award of the contract. The proposer must have hours that are convenient for the School District Food Service employees for fit session, pick up of merchandise, re-orders and returns.

CERTIFICATION OF FABRIC

By signing the Form of Proposal, the bidder agrees and certifies that all products specified in the Qualified Products List will be first quality. No style substitutions will be allowed unless authorized in advance by the Food Service Department. Any substitutions must provide samples of substitute product.

Specification/Scope of Work Continued:
Proposal on Food Service – Uniforms, MCSD No.16-0075-SM

PRODUCT DETAILS

Five Star Chef Apparel Short Sleeve Chef Jacket will be the only uniform top offered during the 2016/2017 school year for all Food Service employees. Solid bottoms with elastic or drawstring waist from Landau and Cherokee shall be offered. Sizing for chef jacket and elastic/drawstring waist bottom will range from XS to 5XL. It is understood that some bottom styles may not be offered up to the expected 5XL size.

PRINTS AND COLORS

No prints will be offered in the tops or bottoms. Black will be the only color offered for bottom selection.

QUALITY

The awarded proposer(s) shall replace all uniforms containing defects in sizing and workmanship immediately upon notification at no cost to the district. All defective merchandise shall be returned immediately and new merchandise shall be received within five (5) working days at the time notice has been received by the District. Furthermore, it is the responsibility of the awarded proposer(s) and not district personnel, to communicate with the manufacturer directly regarding uniform workmanship/size defect disputes.

EMBROIDERED ARTWORK

Artwork for embroidery will be supplied by the Food Service Department to the awarded vendor(s). The awarded vendor(s) shall be responsible for supplying first samples of embroidery for pre-approval to the Director and/or Assistant Director of Food Service Department. Upon approval and not before shall the award vendor(s) be able to commence embroidery production on approved uniform chef jackets for district employees. This approval shall also include the embroidery placement for each size jacket and color approval for the different color chef jackets. Approximate size of the embroidery is 4'x2' and (4) four colors. Sample artwork is below. Placement shall be on left chest. Failing to comply could result in refusal of chef jacket uniform.



The Food Service Manager shall have an additional embroidery with the word “Manager” to be positioned on the right chest of the chef coat. Embroidery color to vary based on color of chef coat.

Invoices:

Awarded proposer(s) shall submit a separate invoice for each Food Service employee. Payment terms of invoices are Net 30. Invoices shall be sent to:

Food & Nutrition Office
1 Matzke Way
Bradenton, Florida 34208

All invoices shall include:

- Employee Name
- School Name
- Itemized Charges:
 - Description of Item
 - Quantity
 - Units of Measure
 - Extended Price
 - Payment Terms
 - Remit To Address
 - Federal Tax ID Number

Invoices received without the above information could cause a delay in payment.

Specification/Scope of Work Continued:
Proposal on Food Service – Uniforms, MCSD No.16-0075-SM

AWARD

Awards will be based on a 100 point system with the highest number of points being the best or highest award. The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum basis and best meets the needs of the Food Service Department employees for the acquiring uniforms through the term of this contract.

Evaluation Criteria	Max Points
Pricing - Comparative to competition	36
Fitment and Delivery Process - Ease for employees for fitting, product pick up and returns with no additional cost to the District.	34
References - Input received from references for like projects	10
Return Policy - Company guidelines set forth for uniform returns with least amount of cost to the District.	10
Lead Time - Amount for time from placement of order to receipt of order.	5
Hours of Operation - Days of week and hours open for business.	5
Total	100

CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION

Proposer(s) shall supply One (1) printed original copy, four (4) printed copies and one (1) electronic copy.

_____ **Item check list for submission (pages)**

- Completed Qualified Product List in Form of Proposal – page 17
- Reference Form - three (3) required – page 18
- Return Policy – page 19
- Hours of Operation – page 19
- Address of Brick & Mortar Business Front – page 19
- Completed Drug Free Workplace Certification Form – page 20
- Completed Federal Debarment Certification – page 21
- Signed copy of Form of Proposal – page 23

STATEMENT OF “NO PROPOSAL”

PROPOSAL ON FOOD SERVICE – UNIFORMS, MCSD NO. 16-0075-SM

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

We are not submitting a proposal for the following reasons:

- _____ Insufficient time to respond.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Other (Specify Below)

_____ Please remove our name from your Bidder’s List for this classification of materials/services. (Vendor Link is a self service website, if you have registered and do not want to receive solicitations for this classification of materials/services, you will need to remove the classification of materials/services from you vendor profile.)

NAME OF PROPOSER _____

ADDRESS _____

SIGNATURE _____

TITLE _____

FORM OF PROPOSAL

PROPOSAL ON FOOD SERVICE – UNIFORMS, MCSO NO. 16-0075-SM

School District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Proposer acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Proposers contained in this proposal.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful proposer(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Proposer further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of proposals.

The Proposer proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

QUALIFIED PRODUCT LIST

ITEM NUMBER	FIVE STAR CHEF APPAREL	DESCRIPTION	COST S-XL	COST 2XL - 5XL
1	18001	S/S Chef Jacket - white - ONLY	\$	\$
2	18025	S/S Chef Jacket - colors- ONLY	\$	\$
ITEM NUMBER	LANDEAU	DESCRIPTION	COST S-XL	COST 2XL - 5XL
3	8320	Elastic Waist Classic Fit Pant- Black - ONLY	\$	\$
4	8327	Elastic Waist Relaxed Fit Pant-Black - ONLY	\$	\$
5	8335	Flared Leg Mid-rise Pant -Black- ONLY	\$	\$
6	8550	Men's Elastic Drawstring Pant- Black - ONLY	\$	\$
7	8555	Men's Cargo Pant –Black- ONLY	\$	\$
ITEM NUMBER	CHEROKEE	DESCRIPTION	COST S-XL	COST 2XL - 5XL
8	4001	Elastic Waist Pant -Black- ONLY	\$	\$
9	4020	Drawstring w/moderate low rise – Black - ONLY	\$	\$
10	4200	Elastic Waist Cargo Pant -Black- ONLY	\$	\$
11	4101	Flared Leg Pant -Black- ONLY	\$	\$
12	4000	Men's Elastic Waist Cargo Pant w/zipper - Black- ONLY	\$	\$
13	4100	Men's Elastic Drawstring Pant -Black- ONLY	\$	\$
ITEM NUMBER		DESCRIPTION	COST	COST
14		Percentage discount other Five Star Products	%	%
15		Percentage discount other Landau Products	%	%
16		Percentage discount other Cherokee Products	%	%
17		Percentage discount other Uniform Products	%	%

Manatee County School District is authorized to check our company's previous performance and contact references. **(Three (3) Required)**

Authorizing Signature (Respondent):

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
PHONE NUMBER:	FAX NUMBER:

The reference should complete the following:		
VENDOR PERFORMANCE		
CUSTOMER SATISFACTION/RATINGS	YES	NO
Does the vendor offer quality products?	<input type="checkbox"/>	<input type="checkbox"/>
Are your orders filled in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>
Are they responsive to your needs?	<input type="checkbox"/>	<input type="checkbox"/>
Are they knowledgeable of product they offer?	<input type="checkbox"/>	<input type="checkbox"/>
Does the vendor submit accurate invoices?	<input type="checkbox"/>	<input type="checkbox"/>
Would you use this Contractor again?	<input type="checkbox"/>	<input type="checkbox"/>

Signature of Reference _____

Title of Reference _____

RETURNS PROVISION:

Proposer must state in detail the return policy for this contract.

HOURS OF OPERATION:

Proposer must state hours of operation of their business.

ADDRESS OF BUSINESS (Brick & Mortar Location) and NUMBER of YEARS in BUSINESS:

Proposer must address where fit sessions, pick-up and delivery of uniforms.

DRUG FREE WORK PLACE CERTIFICATION

PROPOSAL ON FOOD SERVICE – UNIFORMS, MCSO NO. 16-0075-SM

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

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

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

VENDOR'S SIGNATURE/DATE

COMPANY NAME

FEDERAL DEBARMENT CERTIFICATION

PROPOSAL ON FOOD SERVICE – UNIFORMS, MCSO NO. 16-0075-SM

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

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The Proposer affirms that this proposal is submitted without any previous understandings, agreements, or connections with any person, firm, or corporation submitting a proposal for the same materials/services, and is in all respects fair and without collusion or fraud.

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

By signing this agreement, the Proposer acknowledges that he/she is an authorized representative of the company submitting this proposal and has read and understands the document posted on our website, **“How to Do Business with the School District of Manatee County.”**

Florida Document Number: _____

Registration Type: _____ **Sole Proprietorship - Individual** _____ **Fictitious Name**

_____ **Out of State (Foreign) Corporation** _____ **In State Corporation** _____ **Exempt**

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ **DATE** _____

FAX NUMBER: _____

***SIGNATURE: (Blue Ball Point Pen Only)** _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____