



ORANGE COUNTY PUBLIC SCHOOLS

PROCUREMENT SERVICES DEPARTMENT

445 W. Amelia Street, Orlando, Florida 32801

Telephone 407.317.3219 Fax 407.317.3414

INVITATION TO BID

BID NUMBER: ITB1301010, TITLE: MIDDLE SCHOOL ATHLETIC UNIFORMS

Bids will be accepted on or before 2:00 p.m. EST on January 30, 2013 at the Orange County Public Schools, Educational Leadership Center, Procurement Services, 445 W. Amelia Street, Orlando, Florida, at which time they will be publicly opened. It is the sole responsibility of the bidder to ensure timely delivery of the bid submittal. The bidder is responsible for allowing adequate mailing time in order that their bid is delivered to the Procurement Services Department by the specified due date and time. Offers by telegram, facsimile machine or telephone will not be accepted. Bids may not be withdrawn for (60) sixty days after opening. Request for information MUST be in writing and ten (10) business days prior to the Bid opening date.

Direct all inquiries in writing to Calandra Evans E-mail Address: calandra.evans@ocps.net Fax: (407) 317-3414

By submission of a Bid, vendor understands that award of the Bid by The School Board of Orange County, Florida, and any subsequent purchase orders and agreements shall constitute a binding and enforceable contract. Unless otherwise stipulated in the Bid documents, no other contract documents shall be issued.

BIDDER CERTIFICATION AND IDENTIFICATION

A. I certify that this Bid is made without prior understanding, agreement, or connection with any corporation or firm; or knowledge of any person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid; and I certify that I am authorized to sign this Bid for the Bidder.

B. Bidder certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Orange County, Florida.

C. Bidder acknowledges and certifies that it is in receipt of, has reviewed and is in agreement with all provisions of the Ethics and Lobbying Board Policy KCE, including without limitation, all penalties for violation of said policy.

https://www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206_26_12.pdf

BIDDER ACKNOWLEDGEMENT

A written original signature in ink is required.

Company Name _____

Address _____ City _____ State _____ Zip Code _____

Telephone # _____ Fax# _____ E-mail Address _____

Signature of Authorized Representative: _____

Name (Typed or Printed) _____

Date _____

All supporting bid documents such as Addenda, tabulation sheets, notices of action and/or notices of award will be posted on the website at www.procure.ocps.net under Current Solicitations. It is the responsibility of the bidder to monitor the website for all information regarding this bid or any upcoming bids/proposals.

"The Orange County Public School Board is an equal opportunity agency."

INSTRUCTIONS TO BIDDERS

Bidder shall read all solicitation documents and comply with all specified requirements.

SEALED BID REQUIREMENTS: The “Bidder Acknowledgement” section must be completed, signed and returned with the Bid submittal. The Bid Price Sheet pages on which the Bidder actually submits a Bid and any pages upon which information is required to be inserted must also be completed and submitted with the Bid. Orange County Public Schools (OCPS) reserves the right to reject any Bid that fails to comply with these submittal requirements.

BID SUBMITTAL: The completed Bid must be submitted in a sealed envelope with Bid number, Bid title, Bid opening date & time, Bidder name and return address clearly typed or written on the front of the envelope. Do not include more than one Bid per envelope. Please use the enclosed label when submitting your Bid. If the sealed Bid envelope is sent inside a separate mailing envelope or package (FedEx, Priority Mail, etc.), please use the enclosed label on the outside of the mailing envelope or package. Bidders must be certain that all pages of the Bid and all attachments and addenda are received by the Bidder prior to submitting a Bid without regard to how a copy of this Invitation to Bid was obtained. All Bid information is available on the OCPS Procurement Services website at www.procure.ocps.net. Bidders are expected to examine all instructions, terms and conditions, specifications, delivery schedules, bid prices and extensions. Failure to do so will be at Bidder's risk.

The address for Bid submittal, including U.S. mail, hand delivery and overnight courier delivery, is Orange County Public Schools, Procurement Services, 445 West Amelia Street, Orlando, Florida 32801. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their Bid or related material. The OCPS Procurement Services Department will not accept delivery of any Bid or related material delivered C.O.D. or requiring additional postage.

All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is received by the OCPS Procurement Services Department on or before the time and date due for Bid to be considered. Bids submitted by electronic or facsimile transmission will not be accepted. Bids received after the date and hour specified will not be considered. Late Bids or Proposals will be rejected.

No Bid: If not submitting a Bid, respond by returning the “NO BID RESPONSE FORM” only.

EXECUTION OF BID: Bid must contain a written original signature of an authorized representative in the space(s) provided. All Bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure. All price corrections must be initialed by the person signing the Bid. OCPS reserves the right to reject any Bid or Bid item completed in pencil or any Bid that contains illegible entries or price corrections not initialed. Only the terms and conditions of this solicitation as they were released by OCPS, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by OCPS.

INTERPRETATION OF BID DOCUMENTS: No interpretation of the meaning of the bid document or correction of any apparent ambiguity, inconsistency or error therein, will be made verbally to any Bidder. All requests for such interpretation or correction shall be in writing, addressed to the Procurement Representative ten (10) days prior to bid opening date. To ensure fair consideration for all Bidders, The School Board of Orange County, Florida (School Board) prohibits communication of any kind relating to this bid with any other department, bureau or employee during the submission process of this Bid. Such communications initiated by a Bidder may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation and/or any future Bid. Only the interpretation or correction so given by the Procurement Representative, in the form of written addenda, shall be binding. Prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the Bid Documents. Inquiries must reference the date of Bid opening, Bid title and Bid number. Interpretation of the Bid, clarification of Bid specifications and requirements or changes to the Bid shall be communicated by written addenda only. Verbal responses shall be considered inadmissible in Bid protest proceedings. Written addenda shall be signed and returned to Procurement Services by the Bid opening date and time. Failure to return such addenda may constitute cause for rejection.

CHANGE OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING: Changes to or withdrawal of the Bid must be in writing. This communication is to be received by the Procurement Representative prior to date and time of Bid opening. The Bidders name and the Bid number, title and due date must appear on the envelope.

Bids that do not comply with these requirements may be considered non-responsive and are subject to rejection.

“NO BID” RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this Invitation to Bid, please complete and fax this form prior to the due date established in the bid document.

Orange County Public Schools
Procurement Services
Attn: Calandra Evans
445 W. Amelia St.
Orlando, FL 32801
Fax 407.317.3414

This information will assist Procurement Services in the preparation of future Bids.

BID #: ITB1301010, MIDDLE SCHOOL ATHLETIC UNIFORMS

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a “no bid.”

- ☐ Specifications “too tight”, geared toward one brand or manufacturer (explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

BID IDENTIFICATION LABEL

Notice to all Respondents: For your convenience, the label below has been provided to identify your proposal submittal properly. Place your bid in a sealed envelope. Type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

The Orange County Public Schools, Education Leadership Center (ELC) is a controlled access building. All visitors are required to check-in at the Reception Desk. If you are hand delivering a proposal, a time/date stamp is available at the Reception Desk. Date stamp your envelope/label and notify Procurement Services via the Lobby Telephone that you have delivered a proposal to the Reception Desk. A record of all deliveries and delivery times will be documented at the Reception Desk as well as in Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.

DO NOT OPEN - SEALED BID - DO NOT OPEN

BID# ITB1301010

TITLE: MIDDLE SCHOOL ATHLETIC UNIFORMS

BID To BE OPENED ON: JANUARY 30, 2013 AT 2:00 P.M.

FROM: _____

DELIVER TO:

**ORANGE COUNTY PUBLIC SCHOOLS
PROCUREMENT SERVICES
CALANDRA EVANS
445 WEST AMELIA STREET
ORLANDO, FL 32801**

DEFINITION OF TERMS

Acquisition - the process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Addenda – a written addition or supplement to a document, for example, items or information added, deleted or changed on a procurement document. Addenda will be posted on the website.

Alternate Bid - a substitute bid or a bid submitted with an intentional substantive variation to a basic provision, specification, term or condition of the solicitation. Alternate bids shall only be provided when requested in the bid documents.

Best Value Bidding - the purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific goods or services based on pre-determined criteria identified by OCPS.

Bid - written solicitation for competitive sealed bids to provide equipment, supplies, services or construction items.

Bidder - shall refer to anyone submitting a bid in response to an Invitation to Bid.

Bid Sample - a sample offered by a bidder when required in an invitation to bid (ITB). The samples are considered a required part of the bid and are examined and tested for conformance with the requirements of the ITB.

Conflict of Interest - an actual or potential situation in which the personal interests of a vendor, employee or public official, are, or appear to be, in conflict with the best interests of OCPS.

Contract - a mutually binding legal instrument obligating the seller to furnish the supplies or services and the Procurement Representative to pay for them, including but not limited to purchase orders and formal agreements.

Contract Modification - means any written change in the terms of a contract.

Contractor - the bidder, proposer, offeror or respondent.

Descriptive Literature - means information provided by an offeror, such as cuts, illustrations, drawings and brochures that shows a product's characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

FOB Destination - free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

In Writing - any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Insurance - means a contract in which one party, for a fee, undertakes to protect another party against loss, damage or liability arising from an unknown or contingent event.

Latent Defect - an unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.

Laws and Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

Lobbying - is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

Local Developing Business (LDB) – A business concern that is domiciled in the Local Area (Orange, Osceola, Lake or Seminole County) and that meets the Revenue Limitations, and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation.

Lump Sum - the total price of a group of items, which is priced as a whole.

Minority/Women Business Enterprise (MWBE) - OCPS has established a MWBE policy for the procurement of goods and non-professional services with an annual participation goal of 12%. Vendors must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, City of Orlando, Greater Orlando

Aviation Authority (GOAA), State of Florida and National Minority Vendor Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with the bid.

Notice of Award - the written notice of the acceptance of the solicitation from OCPS to the Contractor/Consultant.

Offer - a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

Offeror - one who makes an offer in response to a solicitation; or one who submits a bid in response to a Request For Proposal (RFP), Invitation To Bid (ITB), Invitation To Negotiate (ITN).

Owner - OCPS

Pricing - the process of establishing a reasonable amount to be paid for supplies or services.

Procurement Representative - the Procurement Services employee identified in the bid documents who is primarily responsible for processing the solicitation.

Procurement Services Department – is also referred to as Procurement or Purchasing. Procurement Services Department within Orange County Public Schools is responsible for the administration of this solicitation.

Purchase Order - a purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Qualification Requirement - means a District's requirement for testing or other quality assurance demonstration that must be completed before award of a contract.

Qualified Products List (QPL) - an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, OCPS has determined will meet the applicable specification requirements.

Responsible Bidder - Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder - Bidder who has submitted a bid that conforms in all material respects to the solicitation.

Shipment - the process of transporting goods.

Signature or Signed - the discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.

Solicitation - a written request for bids or proposals to provide equipment, supplies, services or construction items.

Solicitation Provision or Provision - a term or condition used only in solicitations and applying only before contract award.

Specifications - a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

Submitting of Bids - all bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the OCPS bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

Supplemental Agreement - means a contract modification that is accomplished by the mutual action of the parties.

Surety - shall mean any corporation that executes, as Surety, the Contractor's Proposal/Bid, Performance, and/or Payment Bond.

Termination for Convenience - means the exercise of the District's right to terminate performance of work under a contract completely or partially when it is in the District's interest.

Termination for Default - means the exercise of the District's right to terminate a contract completely or partially because of the Contractor's actual or anticipated failure to perform its contractual obligations.

Warranty - means a promise or affirmation given by a Contractor to the District regarding the nature, usefulness or condition of the supplies or performance of services furnished under the contract.

GENERAL TERMS AND CONDITIONS

1. **Cancellation:** OCPS reserves the right to cancel an Invitation to Bid, in whole or in part, when it is in the best interest of the School Board. Notice of cancellation will be posted on the OCPS Procurement Services website.

2. **Non-Collusion:** The prices in this bid have been arrived at independently, without consultation, collusion, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

3. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, all Bidders must disclose with their bid the name of any officer, director, agent, or representative who is also an employee of the School Board and who knowingly owns, directly or indirectly, any interest of any amount in the Bidders company, firm, or branch.

4. **Bid Information and Notification:** All bid notices and solicitations are web posted on Orange County Public Schools Procurement Services website. (www.procure.ocps.net). It is the Bidders responsibility to monitor the website to view current solicitation opportunities and addenda. All supporting bid documents such as addenda, tabulations sheets, notice of action and notice of award will be posted on the website. It is the responsibility of the bidder to monitor the website for all information about this bid.

5. **Bid Protests:** Any person who is adversely affected by any specification in this Bid or any decision or intended decision concerning this Bid and who wishes to protest such specification, decision or intended decision shall file a protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to OCPS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check or money order. 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 within the time frame set forth in section 287.022(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6. **Lobbying:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental decision of a Board Member or District Personnel after advertisement and prior to the award of this contract.

Vendors/bidders shall not contact school board members, staff or committee members during the course of the bid/proposal process and prior to Board approval. All inquiries must be directed through Procurement Services. All procedural matters shall be directed to the Senior Director of Contract Administration and Procurement Services.

In addition, evaluation committee members or other district employees shall not be contacted or approached by representatives of any potential vendors/bidders during the Bid process from the time that the bid was posted to the award of the bid. Contact or communication initiated as described above, may result in disqualification of said proposal

7. **Laws and Regulations:** Applicable provisions of all Federal, State, County, and Local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and The School Board of Orange County, Florida by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

8. **Patents and Royalties:** The Bidder, without exception, shall indemnify and save harmless The School Board and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the School Board. If the Bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

9. **Advertising:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

10. **Other Governmental Agencies:** All bidders awarded contracts from this bid may, upon mutual agreement, permit any school board, city, municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties. It is understood that at no time will any school board, city, municipality or other agency be obligated for placing an order for any other school board, city, municipality or agency; nor will any school board, city, municipality or agency be obligated for any bills incurred by any other school board,

city, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

11. **Right to Use Existing Bids:** The School Board reserves the right to utilize any other contract, including but not limited to the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative Bid agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012. The district also reserves the right to bid separately any item(s) and/or service(s) covered under this contract, if deemed to be in the best interest of the School Board, at any time during this contract term.

12. **Default:** Failure to perform according to this proposal and/or resulting contract shall be cause for Bidder's company to be found in default in which event any and all re-procurement costs may be charged against Bidder's company. Failure to pay said amount to the School Board upon demand would result in the company being barred from doing business with the School Board for a period not less than three (3) years from date of infraction. Thereafter, the Bidder may request to be reinstated. In the event of a default on a contract, the Bidder shall be responsible for any all attorneys' fees and court costs incurred in collecting any liquidated damages.

13. **Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform work as a contractor, vendor, 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, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

14. **Awards:** Bids shall be awarded based on the lowest, responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, financial ability of the firm, qualifications, experience, reputation, integrity, and past performance of the bidder. The School Board also reserves the right to award to more than one vendor for same or similar products or services.

The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all Bids or to waive any minor irregularity or technicality. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes. Awards made as a result of this proposal shall conform to applicable Florida Statutes.

Vendors shall accept Purchase Orders or an Orange County Public Schools Visa Purchasing Card as instruments of authorization for purchases. Vendors who fail to comply with this requirement will be deemed as failing to perform.

All purchases are contingent upon available District funding.

15. **Termination:** The School Board reserves the right to terminate the contract awarded as a result of this bid/proposal, or any part herein, without penalty. The School Board will notify the vendor of the intent to terminate, in writing, at least (30) thirty -days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The awarded vendor may cancel the Bid (90) ninety days after written notice to The School Board, Office of Procurement Services.

16. **Right to Reject:** The School Board reserves the right to reject any or all proposals, to waive irregularities and technicalities, or to accept the proposal(s), which, in its judgment, best serves the interest of the Orange County School Board.

17. **Tie Bids:** In the case of identical qualified bids, the following criteria shall be utilized to determine award of bid: (1) Certification under Florida Statutes as a Drug-Free Workplace; (2) In-county preference; (3) MWBE Certification; (4) Payment discount offered; (5) Coin flip.

18. Prices and Terms: Prices are requested in units of quantity specified in the Bid specifications. In case of a discrepancy in computing the total amount of Bid, unit price quoted will govern. Firm prices shall be bid and include any and all fees or costs involved in providing the product or service to the purchaser. Bid prices shall include delivery F.O.B. destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated OCPS agent.

The Board shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8012622264C-6.

19. Quantities: The quantities as shown on the Bid Price Sheet are estimates only and in no way obligate the School Board to purchase these amounts. The estimates are intended as a guide in submitting your Bid. The actual quantities purchased under this Bid may vary. The School Board reserves the right to re-negotiate prices if at any time during the term of the contract agreement the School Board purchases fifty percent more than the estimated quantity of any line item on the bid price sheet.

20. Extension: In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period of time necessary for OCPS to release, award and implement a replacement Bid for the goods, products and/or services provided through this Bid. Such extension shall be based upon the same prices, terms and conditions as the existing bid.

21. Method of Ordering: Orders shall be processed only upon receipt of an authorized purchase order issued by The School Board of Orange County, Florida, or an Orange County Public Schools Visa Purchasing Card. All orders shall be initiated on an as-needed basis throughout the term of the contract. Orders shall be promptly filled and delivered to any location within Orange County, Florida. Any item or items received that do not meet specifications or duplicate shipments received will be returned at vendor's expense.

22. Invoicing: The successful Bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to Orange County Public Schools, Accounts Payable, P. O. Box 4984, Orlando, Florida 32802-4984. A separate invoice must be received for each purchase order number. It is the sole responsibility of the vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this Bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.

23. Payment: The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.

24. Assignment: The awarded vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm or corporation without prior written authorization by The School Board.

25. Manufacturer's Name & Approved Alternates: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If Bids allow equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder shall submit with his Bid, cut sheets, sketches, and descriptive literature, and/or complete specifications. The School Board reserves the right to determine acceptance of item(s) as an approved alternate. Bids that do not comply with these requirements are subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed or is no longer available and has been replaced with a new updated model and specifications, the Bidder shall notify Procurement Services in writing.

26. Item Substitutions: Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the vendor's or the manufacturer's inventory then the successful Bidder must provide written notification from the manufacturer that the item has been discontinued. The vendor must file a

written request with Procurement Services and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

27. Quality: The items Bid must be new, the latest model, of the best quality and highest-grade workmanship. Items offered may be tested for compliance with Bid conditions and specifications at any time. Items delivered not conforming to Bid conditions or specifications may be rejected and returned at vendor's expense.

28. Silence of Specifications: Any omissions of detail in the specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

29. Samples: Samples of items, when required, must be furnished at no cost to the School Board and will be returned at the Bidder's expense upon request. Bidders shall be responsible for the removal of all samples furnished within 30 days after Bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, Bid name, Bid number and item number. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the Bid. Unless otherwise indicated, samples should be delivered to Orange County Public Schools, Procurement Services Department, 445 West Amelia Street, Orlando, Florida 32801.

30. Manufacturer's Certification: The Procurement Services department reserves the right to request any and all manufacturer's certifications, if applicable.

31. OSHA: The Bidder warrants that the product or products supplied to The School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.

32. Material Safety Data Sheet: A Material Safety Data Sheet (MSDS) must be submitted for all hazardous materials/chemicals. The MSDS sheet must be submitted for hazardous materials/chemicals prior to a recommendation for award. Failure to submit the required Material Safety Data Sheet(s) within forty-eight (48) hours of request shall render the Bid non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.

33. Asbestos and Formaldehyde Statement: Bidder certifies that all materials supplied to OCPS will be 100% asbestos and formaldehyde free.

34. Underwriters' Laboratories: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

35. Service and Warranty: Unless otherwise specified, all equipment Bid must be new, the latest model, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the Bid. During the warranty period, the successful Bidder must repair or replace any defective equipment without cost to the school district with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful Bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the school district.

36. Facilities: The School Board reserves the right to inspect the Bidder's facilities at any time with prior notice. OCPS may use the information obtained from this inspection in determining whether a Bidder is responsible.

37. Delivery: Unless otherwise specified, delivery shall be within (30) thirty days from the date of the receipt of the purchase order. If unable to meet this delivery time frame, please indicate the best delivery times on the bid price sheet. Delivery time may become a basis for making an award. Deliveries shall be made between normal OCPS working hours, except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed.

38. Freight Terms: Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the district at time of delivery, (Bidder pays

and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated OCPS agent.

39. Failure of Performance/Delivery: In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

40. Packaging: All products shipped shall require proper packaging to ensure they are received free from damage. Vendors must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in unit prices.

41. Packing Slips: The Vendor shall be responsible for attaching all packing slips to the OUTSIDE of each shipment. Packing slip must reference OCPS purchase order number. Failure to provide packing slip attached to the outside of shipment may result in refusal of shipment at vendor's expense.

42. Labeling: Each carton, package, box and/or container shall be properly labeled with the address, contact name, content description, PO number and vendor name.

43. Inspection, Acceptance and Title: The Vendor shall be responsible for delivery of all items in good condition at destination point. Vendors shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the material and/or services are, found to be defective or do not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the vendor and/or return the product at the vendor's expense.

44. Equal Employment Opportunity: The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability or any other reason prohibited by law. The Equal Employment Opportunity Supervisor responsible for compliance is Carianne Reggio; the Section 504 Supervisor responsible for compliance is Harriet Brown, Esq.; and the Title IX Supervisor responsible for compliance is Kevin Demer. Each may be contacted at the Educational Leadership Center, 445 W. Amelia Street, Orlando, Florida 32801 (407.317.3200).

45. Anti-Discrimination: OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, national origin, handicap, age and gender.

46. Minority/Women Business Enterprise (MWBE): OCPS has established a MWBE policy for the procurement of goods and non-professional services with an annual participation goal of 12%. Vendors must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, City of Orlando, Greater Orlando Aviation Authority (GOAA), State of Florida and National Minority Vendor Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with the bid.

47. Local Developing Business (LDB): OCPS has established a LDB policy for the procurement of goods and non-professional services with an annual participation goal of 10%. Vendors must be certified as a LDB and shall meet all eligibility requirements established in the LDB guidelines. LDB guidelines may be accessed from the OCPS MWBE website at (<http://www.facilities.ocps.net/ContractAdmin/>).

48. Fingerprinting: Jessica Lunsford Act: Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act taking effect September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual or entity under contract with the school board."

49. Indemnification: The Vendor shall indemnify and hold harmless OCPS, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, , or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of OCPS or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be

construed to waive OCPS' rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statute 768.28, as amended from time to time.

50. Liability, Insurance, Licenses and Permits: The bidder agrees to provide and maintain at all times during the term of this agreement and any renewals, without cost to the School Board, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the School Board with copies of current appropriate business licenses.

The minimum requirements for insurance coverage shall be as follows: Bidder shall take special notice that OCPS shall be named as an additional insured under the General Liability policy including Products Liability. Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant Orange County Public Schools thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated not less than "A" from A.M. Best & Company. All policies must remain in effect during the performance of the contract.

General Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate to include personal injury, property damage, premises operations, products and completed operations.

Automobile Liability Insurance shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease.

Worker's Compensation Insurance: The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

51. Bid Bonds, Performance Bonds and Certificates of Insurance: Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to un-awarded bidders. After acceptance of Bid, the Board may notify the awarded vendor to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the Bid bond will be returned to the awarded vendor.

52. Governing Law and Venue: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Orange County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising wherefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

NOTE: Any and all Terms and Conditions, Special Conditions, Specifications attached hereto that vary from these General Conditions shall have precedence. Any inconsistency in this Bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms and Conditions and Instructions to Bidders.

MIDDLE SCHOOL ATHLETIC UNIFORMS

SPECIAL CONDITIONS

1. SCOPE

This Invitation to Bid is to provide Middle School Athletic Uniforms, of various brands and styles, on an as needed basis, for Orange County Public Schools. Bidders are encouraged to submit written bids, as specified herein.

In order to properly evaluate the Bids received, it is imperative that all Bids be complete and include all pertinent and required submittals. This is an "All or None" type of bid. All vendors must bid on ALL items to be considered.

2. BIDDERS RESPONSIBILITIES

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Bidder shall submit at the bid due date and time their complete executed bid packet with all signed forms, and Bid Price Sheet(s).

Bidders are responsible for monitoring OCPS Procurement Services website at www.procure.ocps.net for any and all information regarding this bid such as addendums, tab sheet, notice of intended action, etc. OCPS Procurement Services advertise its solicitations at www.procure.ocps.net under the current solicitation link.

Qualifications: Bids will only be accepted from companies that maintain an office in the following counties: Hillsborough, Orange, Osceola, Lake and Seminole.

3. ELECTRONIC BID DOCUMENTS AND BID PRICE SHEET

The Bidder shall submit with their paper bid documents an electronic copy of their entire bid package or within 24 hours of the request. The read only CD or DVD is to include all fully executed forms, bid price sheet, and all required supplementary documents. Failure to submit the above mentioned documents may result in bid being rejected and not considered for award.

Respondent shall include with their submittal the executed PDF Bid Price Sheet.

In case of a conflict between the information in the hard copy and the electronic version, the hard copy will take precedence.

4. AWARD

Bids shall be awarded on the basis of the lowest, responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, qualifications, experience, and past performance. The Board reserves the right to award the bid to multiple vendors.

5. LENGTH OF CONTRACT AND RENEWALS

The intent of this Bid is to establish a contract for a period of 1 year from the date of award, during which time the successful Bidders shall guarantee fixed pricing on items awarded, as specified in the Bid.

The School Board reserves the right to renew any or all prices, terms, conditions and specifications of the contract, for up to (2) additional one year period(s), upon mutual agreed by both the District and awarded Contractor. All renewals must be submitted in writing to include the awarded Contractor's Authorized Representative signature.

6. PRICING

Bid Prices will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity, (2) The total bid price for all items for these specifications in an "ALL OR NONE" Bid, per Lot, and/or (3) Items may be grouped in an "ALL OR NONE" Bid for a particular group of items while other items are bid per item. The School Board of Orange County, Florida, reserves the right to award the bid on any of these three (3) bid prices.

7. PRICE REDUCTION

If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District Or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District. If during the course of the contract, the manufacturer or distributor reduces the price on the bid item, the District reserves The right to receive the lowest price offered on the open market.

8. PRICE ESCALATION

The School Board may consider pricing increases of the bid item(s) if the following conditions occur: a) There is a verifiable price increase to the provider of bid item(s), b) The vendor submits to Procurement Services, in writing, notification of price increases, c) The price increase shall be comparable to documented manufacturers' or distributors'

price changes or changes in industry related indices and shall not exceed 5% of the current price, d) The vendor shall submit the above information to Procurement Services Thirty (30) calendar days prior to the effective date of the price increase.

When the vendor complies with the abovementioned conditions, Procurement Services will review the information to determine if it is in the best interest of the School District to adjust the pricing on the products bid, in conjunction with the vendor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The awarded vendor shall receive confirmation in writing of the approval or denial of a price increase. Price increases are not allowed in the initial one (1) year contract term.

If approved, price increases shall take effect on the one (1) year anniversary date of the award. At no time during the contract term shall the bidder's discount percentage be changed. The School Board retains the sole right to approve and authorize any price changes allowed in this contract.

9. EQUITABLE ADJUSTMENT

OCPS may, in its sole discretion, make an equitable adjustment in the bid terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Vendor's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the bid award would result in a substantial loss.

10. DELIVERY

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the school or department of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the school or department. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed. All deliveries will be Inside Delivery F.O.B. Destination, freight fully prepaid by vendor. The School Board will not accept bids that contain separate charges for delivery or shipping. No common carrier/drayage charges will be honored by the School Board of Orange County, Florida.

11. DELIVERY CHARGES

The bidder **must include** in the item price all inside delivery charges to any location in Orange County. No separate delivery charges will be accepted.

THE BID PRICE must include all delivery charges to the delivery point. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building and setting it/them in place at the point designated by an authorized representative of the School Board of Orange County, Florida. No personnel or equipment will be supplied by the Orange County School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School Board of Orange County, Florida.

Orders shall be processed only upon receipt of an authorized purchase order issued by the School Board of Orange County, Florida.

12. QUANTITY

The estimated quantities that will be purchased during bid period are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligate the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

13. BANKRUPTCY/INSOLVENCY

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract or six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

14. APPROVED ALTERNATE

The School Board reserves the exclusive right to determine approved alternatives. Unapproved alternatives shall not be allowed. If items are not available, the school or department noted on the purchase order must be contacted immediately prior to shipment to determine if an alternative is acceptable. Only pre-approved items by OCPS representatives may be considered as alternatives.

15. CONTRACTUAL AGREEMENT

Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Orange County and the contractual obligations will be interpreted according to the laws of Florida.

16. REJECTED OR DAMAGED ITEMS

In the event an item or items are received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the vendor at no cost to the School Board. Any item or items received that do not meet specifications will be returned at vendor's expense.

17. NON-PERFORMANCE

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default.

In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

18. FAILURE OF PERFORMANCE AND/OR DELIVERY

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, he shall recompense the School Board of Orange County, Florida, for any damages to the said Board caused by his failure to perform as stated. If the primary vendor is unable to perform the work in a timely manner as agreed upon on the estimate form, the School Board shall have the right to rescind the purchase order and award the project to the alternate vendor.

19. PURCHASING CARD PROGRAM

The Orange County Public School system uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America Visa Purchasing Card and e-Payable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of OCPS valued suppliers, your business can also achieve cost saving results by accepting the e-Payables solution. Identified supplier benefits of this program include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Reduced billing costs
- Enhanced reporting

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards; therefore, OCPS encourages all vendors to accept the VISA e-Payables and purchasing card solutions.

20. OFFER PAYMENT DISCOUNT

Please state on the Bid Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% 10 days, net 45 days, upon receipt of invoice).

TECHNICAL SPECIFICATIONS

1. The specifications are listed below or on the Electronic Bid Price Sheet (PDF). Bidder will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.

2. All items offered shall be of high quality materials, durable construction, and meet all NIAA and NFHS regulations. Bidders shall offer both in-stock and direct manufactured athletic apparel that is available for replacement pieces.

Item 1- Jersey, Adult Female and Male

100% polyester, two color reversible tank top jersey.

Front of jersey will have school name, arched at 10 x 2 and a 4" number screen-printed on the front and a 6" number screen-printed on the back. Preferred brands: A4, Badger and Augusta. One side is to be white and other side is to be the school's choice, based on manufacturer availability. Sizes: Small through 2X.

Item 2 - Reversible Jersey, Youth

100% polyester, two color reversible tank top jersey.

Front of jersey will have school name, arched at 10 x 2 and a 4" number screen-printed on the front and a 6" number screen-printed on the back. Preferred brands: A4, Badger and Augusta. One side is to be white and other side is to be the school's choice, based on manufacturer availability. Sizes: Small through Extra Large.

Item 3 - Mesh Shorts, 7"

100% polyester, either tricot mesh or mini mesh, but lined so they are not see through. Drawstring, covered elastic band. The front of the shorts will only have the school name screen-printed. Preferred brands: A4, Badger and Augusta.

Item 4- Mesh Shorts 9"

100% polyester, either tricot mesh or mini mesh, but lined so they are not see through. Drawstring, covered elastic band. The front of the shorts will only have the school name screen-printed. Preferred brands: A4, Badger and Augusta.

Item 5- Youth Shorts 6"

100% polyester, either tricot mesh or mini mesh, but lined so they are not see through. Drawstring, covered elastic band. The front of the shorts will only have the school name screen-printed. Preferred brands: A4, Badger and Augusta.

Item 6- Soccer/Volleyball Tops, Youth

100% polyester, moisture management tops with school name printed on front, 4" number screen-printed on front and 6" number screen-printed on back. Shirts are in sets of 2, one in lighter color for home and one in a darker color for away. Preferred brands: A4, Badger and Augusta.

Item 7- Soccer/Volleyball Tops, Adult (Men & Women)

100% polyester, moisture management tops with school name printed on front, 4" number screen-printed on front and 6" number screen-printed on back. Shirts are in sets of 2, one in lighter color for home and one in a darker color for away. Preferred brands: A4, Badger and Augusta.

Item 8 – Soccer/Volleyball Shorts, Youth

100% Polyester, moisture management shorts that match the soccer/volleyball tops. No see through material is allowed. Must have a covered waistband and drawstring

Item 9- Soccer/Volleyball Shorts 7"

100% Polyester, moisture management shorts that match the soccer/volleyball tops. No see through material is allowed. Must have a covered waistband and drawstring

Item 10 – Soccer/Volleyball Shorts 9"

100% Polyester, moisture management shorts that match the soccer/volleyball tops. No see through material is allowed. Must have a covered waistband and drawstring

3. SCREEN PRINTING

All items shall be "screen printed" to include the individual school name and/or a number. Coverage of ink shall be bright and solid, with no visible "cracking" in the items. Base color of item shall not show through ink. Multiple impressions may be required to achieve this minimum standard for quality, at the unit prices submitted. Items not meeting this standard will not be accepted and returned at vendor's expense. Each school shall provide the vendor with the school name and individual shirt numbers to be printed. The vendor shall be responsible for accurately printing [the school name, a two-side print] [and numbers, a four-side print], as provided with each order. No school logos or designs shall be printed anywhere on the athletic uniforms.

4. STENCIL CHARGE

Stencil charge shall be included in the price, if any.

5. PICTURES

If requested, the Vendor shall provide electronic formatted pictures for the actual products supplied under this contract within 60 days after notification. Picture format requirements: JPEG, minimum 300 pixels, provided with a naming convention to be determined by the District at a later date.

6. SAMPLE(S)

Samples may be requested for inspection, testing, and approval. Bidders shall be responsible for any expenses associated with the shipping and return of the samples to the Bidder's location.

7. UNIFORM QUALITY

Quality of items shall be new and first quality, "seconds" are not acceptable. Bid only those brands and styles listed herein; equivalents, substitutions or brands offered or shipped other than those specified herein shall not be accepted.

8. ORDER SIZE

While the size of any given school order may vary, the minimum order quantity of any one item shall be one dozen (12) units, at the unit prices as bid. Please indicate on Bid Price Sheet the additional cost if a school orders less than (12) units, if you are offering any additional volume discounts. All delivery charges to any location within Orange County shall be included in unit price, regardless of order size above the minimum. All product shipments shall be packaged so as to adequately protect the items from damage and the elements.

9. APPROVED ALTERNATES

The School Board of Orange County, Florida reserves the exclusive right to determine approved alternates.

MWBE Participation Guidelines

The Respondent understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities.

Accordingly, the Respondent hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

1. Business with minority ownership: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of minority ownership of the company. Where the company has more than fifty-one percent (51%) minority ownership and is considered a minority owned business, the total amount of the order shall be used as the amount of participation.
2. Sale of material obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers.

DEFINITIONS - When used herein, the following terms will apply:

- a. "School Board" means the School Board of Orange County, Florida.
- b. "Minority Individual" means a person who is a citizen of the United States and who is Black, Hispanic, American Indian or Asian.
- c. "Minority Business Enterprise" means (1) (a) an unincorporated business respondent not less than 51 percent of the ownership of which is vested in one or more minority individuals or (b) an incorporated business respondent not less than 51 percent of whose issued and outstanding shares are owned by one or more minority individuals, and (2) whose respondent business affairs are controlled and operated on day-to-day basis by one or more minority individuals.
- d. "MBE" means a Minority Business Enterprise.
- e. "Women Business Enterprise" means (1) (a) an unincorporated business respondent not less than 51 percent of the ownership of which is vested in one or more female individuals or (b) an incorporated business respondent not less than 51 percent of whose issued and outstanding shares are owned by one or more female individuals, and (2) whose respondent business affairs are controlled and operated on day-to-day basis by one or more female individuals.
- f. "WBE" means a Women Business Enterprise.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining minority business participation by vendor shall be in the Contract Compliance Office of the School District in submitting a proposal to provide supplies, equipment or services to the School District. The Respondent must include with the proposal the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Compliance Officers in the Office of Contract Compliance for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

The Respondent/vendor must demonstrate to the satisfaction of the Contract Compliance Officer for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Respondent/vendor with the goals for minority/women participation.

If at any time, either before or after the award of contract, the vendor determines that he/she will be unable to comply, the vendor may apply to the Compliance Officer of the School District for a waiver. The Compliance Officer may grant a waiver when the vendor demonstrated that the vendor has made diligent, good faith efforts to meet the goals for minority/women participation, but due to circumstances beyond its control, it is impossible for the vendor to comply.

Notwithstanding, any of the forgoing requirements relating to the Minority/Women Business Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION if to do so would rebound to the benefit of the District in the increase of minority/women participation in contracts originating in the Procurement Services Department.



ORANGE COUNTY PUBLIC SCHOOLS

OFFICE OF BUSINESS OPPORTUNITY

Local Developing Business (LDB) Certification Checklist

(Please Attach Checklist To Application With The Appropriate Boxes Marked.)

- ☐ Complete: Information for Determining Local Developing Business Eligibility (LDB Application)
- ☐ Complete: Business Establishment and Expertise
 - ☐ Submit copies of Articles of Incorporation.
 - ☐ Submit copies of resumes of all owners.
 - ☐ Submit copies of by-laws.
 - Submit copies of stock certificates.
- ☐ Complete: Gross Revenue Documentation
 - ☐ Submit copies of previous three years' financial statements for the business.
 - ☐ Submit copies of the previous three years' tax returns for the business.
- ☐ Complete: Net worth Documentation
 - ☐ Submit copy of personal financial statement.

Please mail all forms to: The Office of Business Opportunity
Orange County Public School
6501 Magic Way, Bldg. 100B
Orlando, FL 32809
(407) 317-3739 Phone
(407) 317-3784 Fax



Business Opportunity Office
6501 Magic Way, Bldg. 100A
Orlando, FL 32809
407-317-3739

Local Developing Business Eligibility Form

1. Firm Name	2. Street Address of Principal Office	
3. Phone No	4. Web Site Address	5. Fax No.
6. E-mail Address	7. Contact Name	8. M/WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No

9. Ownership of Firm: Identify the Owners of the Firm

Name	Address	Years of Ownership	Ownership %	Voting %

If any of the owners is a corporation, partnership or other entity other than an individual (an "Entity"), please provide the same information with respect to each such Entity and the owners of each such Entity at all tiers.

10. Control of Firm: Identify by name and title in the firm those individuals (including owners and non-owners) who are responsible for day-to-day management and policy decision making including, but not limited, to, those with prime responsibility for:

Responsibility	Name:	Title:	Qualifications:	Experience:	Yrs w/ Firm:
Financial Decisions					
Management Decisions:					
1. Estimating					
2. Marketing and Sales:					
3. Hiring and firing of management personnel:					

11. Financial Stability - Please state the Gross Revenues received by your firm for each of the preceding three years

Year Ending		Gross Revenues	
Year Ending		Gross Revenues	
Year Ending		Gross Revenues	

12. Net Worth – The net worth of each individual owner does not exceed \$250,000 exclusive of the equity in each individual's primary residence (up to \$500,000) and exclusive of the equity in any business in which the individual is actively involved in the management and day-to-day operation of said business. If any ownership interest in Firm is held by an entity other than an individual, then the net worth analyzed will be that of the individuals ultimately owning the legal and/or beneficial interest in the entity, which owns an interest in Firm. IF FIRM IS NOTIFIED THAT IT IS THE APPARENT LOW BIDDER OR PROPOSER, FIRM SHALL SUBMIT TO THE SCHOOL BOARD SUCH FINANCIAL INFORMATION AS THE SCHOOL BOARD MAY REQUIRE IN ORDER TO ESTABLISH THAT EACH INDIVIDUAL OWNER MEETS THE NET WORTH LIMITATION. Sample list of information, which may be requested by the Orange County School Board to establish each individual's net worth:

1. Articles of Incorporation, Articles of Organization or Partnership Agreement of Firm and other entities owned.
2. Each individual owner's balance sheet with a sworn statement as to accuracy and authorization for release of information by third parties to School Board.
3. Property titles

13. Stock Options - Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties, which restrict ownership or control of the owners. (Attach a separate sheet if necessary)

14. Nature of Business: Specify major services / products. _____

15. Are you authorized to do business in the state as well as locally, including all necessary business licenses?

☐ Yes☐ No

16. AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide, through the prime contractor or, if no prime, directly to the Orange County School Board, current, complete, and accurate information regarding actual work performed on the project, the payment therefore, and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements.”

NOTE: If, after filing this form and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the Orange County School Board of the change through the prime contractor or, if no prime contractor, inform the Orange County School Board directly:

Signature	Name & Title (print or typed)	Date
-----------	-------------------------------	------

Corporate Seal (where appropriate) Date _____

State of _____ County of _____

On this ____ day of _____, 20__ , before me appeared (name) sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(Seal)

Notary Public: _____ Commission Expires: _____



ORANGE COUNTY PUBLIC SCHOOLS

OFFICE OF BUSINESS OPPORTUNITY

MWBE/LDB SUBCONTRACTOR

Tier Participation

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs). For the purpose of calculating the MWBE and LDB participation percentages, only those dollars awarded to certified MWBE and LDB vendors will be utilized. Monies contracted or subcontracted to MWBE and LDB vendors are included in the calculation. As a result, respondents are asked to include certified MWBE and/or LDB subcontractor participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing respondent's commitment to subcontract at least twelve percent (12%) of its business related to this solicitation to one or more MWBE/LDB respondents.

1. MWBE Subcontractor Name: _____

Please indicate MWBE Subcontractor(s)' certifying agency _____

Describe in detail what portion of the contract the MWBE subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this MWBE subcontractor? \$ _____

What percentage of the total price quoted is the amount to be subcontracted. _____

2. MWBE Subcontractor Name: _____

Please indicate MWBE Subcontractor(s)' certifying agency _____

Describe in detail what portion of the contract the MWBE subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this MWBE subcontractor: \$ _____

What percentage of the total price quoted is the amount to be subcontracted. _____

1. LDB Subcontractor Name: _____

Describe in detail what portion of the contract the LDB subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this LDB subcontractor: \$ _____

What percentage of the total price quoted is the amount to be subcontracted. _____

2. LDB Subcontractor Name: _____

Describe in detail what portion of the contract the LDB subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this LDB subcontractor: \$ _____

What percentage of the total price quoted is the amount to be subcontracted. _____

If respondent has more than two MWBE or LDB vendors, the respondent should include information for additional MWBE and/or LDB vendors on an additional sheet of paper. Respondent agrees to supply subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

Authorized Signature

Company Name



ORANGE COUNTY PUBLIC SCHOOLS

OFFICE OF BUSINESS OPPORTUNITY

MWBE/LDB PARTICIPATION

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBE), and Local Developing Businesses (LDB). For calculating purposes, the participation-level percentages, only those dollars awarded to certified MWBE and LDB vendors will be utilized.

- A. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Vendor Development Council. Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. MWBE and LDB firms shall submit valid proof of certification with the bid. A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data.
- B. OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE or LDB firm for purposes of this bid.
- C. For clarification regarding the district's MWBE or LDB program, please contact The Business Opportunity Office (407) 317- 3739. MWBE and LDB guidelines may also be accessed at: <http://www.obo.ocps.net>

Minority and Women-Owned Business Enterprise (MWBE) and Local Developing Business (LDB) Requirements:

- A. Are you a certified MWBE vendor? ☐ Yes ☐ No

If yes, please attach a copy of the certification to your bid and check the agency you are certified with:

- ☐ City of Orlando ☐ Greater Orlando Aviation Authority
- ☐ State of Florida ☐ National Minority Vendor Development Council ☐ Orange County

LDB Eligibility Requirements (please note for complete requirements refer to LDB Guidelines). OCPS certifies LDBs and accepts LDB certification from Greater Orlando Aviation Authority.

- A. Are you a certified LDB vendor? ☐ Yes ☐ No
- B. If yes, please check the agency you are certified with and attach a copy of the certification to your bid:
- C. ☐ Orange County Public Schools ☐ Greater Orlando Aviation Authority

You may access LDB guidelines and requirements via the Office of Business Opportunity website: <http://www.obo.ocps.net>. If your firm would like to be considered an LDB vendor, complete the LDB eligibility form below and submit with your bid.

Please sign below to acknowledge that you have read and understand the information regarding the district's MWBE and LDB programs.

Signature

STATEMENT OF AFFIRMATION AND INTENT

TO: Orange County Public Schools, Procurement Services

PROJECT: MIDDLE SCHOOL ATHLETIC UNIFORMS

The undersigned, hereinafter called the respondent, declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Orange County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The respondent certifies and declares:

1. No Board Member, Director, or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.
2. (Please check a or b, as appropriate.)
 - a. ☐ There are no professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of the Vendor or Business Entity that are: (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity.

or

 - b. ☐ There are professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of the Vendor or Business Entity that are: (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity as described below:

 - c. No member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify OCPS in writing.
 - d. He/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposals.

Failure to disclose a known relationship as described in paragraph 2. above, may result in a bid being rejected as non-responsive. In the event the relationship is discovered after the bid documents are submitted, the relationship shall be disclosed and submitted to the OCPS Ethics Compliance Officer at time of discovery. This form is in compliance with Board Policy KCE. With respect to paragraph 2, hereof, the defined terms in this form shall have the same meanings as contained in Board Policy KCE.

The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with OCPS, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to OCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by OCPS. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the respondent. The proposal constitutes a respondent and binding offer by the respondent to perform the services as stated.

Corporate Name of Respondent (Typed)

Address, City, Zip

Authorized Representative's Signature

Date

Telephone Number

ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

BUSINESS ADDRESS OF BIDDER:

Address _____

City, State, Zip Code _____

Telephone No. _____ Fax No. _____

SIGNATURE OF BIDDER

If an Individual: _____

Signature

doing business as _____

If a Partnership: _____

by: _____

Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes _____ No _____

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by _____.

(Seal)

Notary Public Signature: _____

Commission Expires: _____

Personally Known _____ or Produced Identification _____ Type of Identification Produced _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS - In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Authorized Representative's Signature

Company Name



ORANGE COUNTY PUBLIC SCHOOLS

445 W. Amelia Street, Orlando, Florida 32801

Telephone 407.317.3219

Fax 407.317.3414

CONTRACT AGREEMENT FOR BIDNAME

THIS AGREEMENT, made this _____ day of _____, xxxx, by and between the Orange County Public Schools, a Charter School District, existing under the laws of the State of Florida, hereinafter referred to as OCPS and _____ hereinafter referred to as the "CONTRACTOR", for the mutual consideration of the covenants herein contained agree as follows:

WITNESSETH:

TERMS AND CONDITIONS

- I. **Term:** Upon approval by the School Board, the Agreement period shall be for one year, beginning on Month day, year and ending on Month day, year. This Agreement by mutual assent of the parties may be extended for two additional one (1) year periods or any portion thereof, up to a cumulative total of three years.
- II. The unit prices and percentages specified herein (Exhibit A, Bid No. xxxxxx) will remain firm for the period of this Agreement. All terms and conditions, addenda, correspondence and specifications of subject bid shall be incorporated and become an integral part of this Agreement.
- III. The CONTRACTOR shall maintain adequate stock and have sufficient quantities of supplies/equipment to meet the estimated requirements of Orange County Public Schools on an "as needed" basis.
- IV. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the supplier is providing OCPS the same or better pricing of other Districts and governmental agencies. If during the term of this Contract, OCPS locates better pricing for the same item, supplier agrees to offer the District the reduced price.
- V. This Agreement may be cancelled by OCPS with 30 days written notice to the CONTRACTOR.
- VI. **Jessica Lunsford Act:** CONTRACTOR and any of his employees performing services hereunder shall comply with the Jessica Lunsford Act screening requirements effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual or entity under contract with the school board."

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, Orange County Public Schools and CONTRACTOR, duly authorized to execute same.

CONTRACTOR

WITNESS (Contractor):

For Contractor:

Signature

Name

Name (Type or Print)

Name & Title (Type or Print)

CORPORATE SEAL

Signature

Date

NOTARY PUBLIC

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

_____ who has produced _____ as identification and who did (did not) take an oath.

Notary Name: _____ Notary Public Signature: _____

Commission Number: _____ My Commission Expires: _____

ORANGE COUNTY PUBLIC SCHOOLS

ATTEST:

By _____

For Orange County Public Schools:

By _____
Michael A. Eugene, Chief Operations Officer

Date _____

Reviewed by _____
Reviewer

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary 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). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

Before Completing Certification, Read Instructions below

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
1. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

 Organization Name

 PR/Award Number or Project Name

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

 Signature

 Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out above in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 Non-procurement List.
9. 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.
1. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.