

Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life
PROCUREMENT SERVICES DEPARTMENT
INVITATION TO BID (ITB) FOR TRADES

26478-ITB-MST FENCING MATERIALS (INVENTORY)

October 26, 2026

Due Date (Technical Questions):	Monday, November 9, 2026, at 12:00 PM. Technical questions will not be accepted after this date and time. All technical questions should be submitted via www.myvendorlink.com (VendorLink). Any questions submitted by any other means may not receive a response. All technical questions and the corresponding answers will be posted on VendorLink. It is solely the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.
Due Date (Solicitation):	Monday, November 30, 2026, at 5:00.00 PM(EST)
Vendor Portal (www.myvendorlink.com):	All Bids must be submitted electronically solely via HCPS' vendor portal (VendorLink) regardless of how the proposer was notified of this competitive solicitation. All Bidders must be registered with VendorLink www.myvendorlink.com to submit the Bid.
VendorLink Technical Support:	The Bidder should allow adequate time to upload their Bid to VendorLink and are solely responsible for contacting VendorLink's technical support at support@eVendorLink.com should technical difficulties arise during the submission of the Bid. HCPS shall not be responsible for nor accept any late Bids due to the provision of late submittals.
Statutory Notice:	Failure to file a protest within the time prescribed in § 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any protest must be timely filed with the General Manager of Procurement Services via email at corey.murphy@hcps.net .
Lobbying, Cone of Silence:	Board policy 6320, Procurement https://web.hillsboroughschools.org/policymanual/ prohibits any communication regarding an active solicitation between any HCPS employee or Board member and any third party, representative, or lobbyist of that party, in effect from the time of the release of the solicitation until an agreement is signed by HCPS or awarded by The School Board of Hillsborough County, Florida.
Background:	Replacing Bid 21081A-MST-VT Fence Materials (Inventory)

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1 BIDDER INSTRUCTIONS

1.1 HCPS BACKGROUND

Hillsborough County Public Schools, Florida (“HCPS” or the “District”) is a political subdivision organized under Section 4, Article IX, of the State Constitution and Florida Statutes. HCPS, which is coterminous with Hillsborough County, is the nation’s seventh-largest school system. HCPS presently has 235 PreK-12 schools, specialty centers, and technical colleges with approximately 225,000 students and approximately 24,000 employees. Management of HCPS is independent of metropolitan and city governments. The School Board of Hillsborough County, Florida (the “Board”), a public corporation existing under the Laws of the State of Florida, is the policy-making body of HCPS. The Board consists of seven members elected by geographic area. Among other duties, the Board has broad financial responsibilities, including the approval of the annual budget, which for the 2019/2020 fiscal year is approximately \$3 billion. The Chief Executive Officer is the Superintendent of Schools, Mr. Van Ayres, appointed by the Board, who is responsible for all financial transactions and records of HCPS.

1.1.1 Vision. Preparing Students for Life.

1.1.2 Mission. To provide an education and the support that enable each student to excel as a successful and responsible citizen.

1.2 DEFINITIONS

Whenever the following terms are used, its intent and meaning shall be as follows:

- **Addendum or Addenda.** The “addendum” or “addenda” posted via www.myvendorlink.com shall include all written or graphic instruments, issued before the proposal’s due date, that modify or interpret the issued solicitation by additions, deletions, corrections, or clarifications.
- **Bid.** The response submitted by a Bidder to an Invitation to Bid (ITB).
- **Bidder.** The “Bidder” shall include those vendors submitting a Bid to this solicitation.
- **Invitation to Bid or Solicitation.** Per Rule 6A-1.012(b), F.A.C., the terms “Invitation to Bid” or “solicitation” shall be defined as a written solicitation for competitive sealed bids. The Invitation to Bid (ITB) is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.
- **Contract.** The terms “agreement,” “award,” or “contract” shall include this solicitation, all related addenda, answers to questions via www.myvendorlink.com, the Bid, negotiations in writing), mutually agreed amendments, and subsequent renewals covering the provision of the commodities and contractual services herein.
- **Contractor.** The “Contractor” shall refer to any type of business entity awarded by The School Board of Hillsborough County, Florida, or contracted with HCPS in accordance with a Bid submitted by an organization in reply to this solicitation. In acceptance of responses to invitations to bid, HCPS may accept the Bid of the lowest responsive, responsible Bidder. In the alternative, HCPS may also choose to award contracts to the lowest responsive, responsible Bidder as the primary awardee of a contract and to the next lowest responsive, responsible Bidder(s) as alternate awardees from whom commodities or contractual services would be purchased should the primary awardee become unable to provide all of the commodities or contractual services required by HCPS during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documents.
- **Default.** The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform as agreed.

- **Florida Statutes.** The Florida Statutes are the codified, statutory laws of Florida.
- **Procurement Officer.** HCPS' contracting personnel, as identified in the cover sheet of all solicitations.
- **Renewal.** A renewal allows for continued contracting with the same Contractor for an additional period after the initial term of the contract, only according to contract terms specifically providing for such renewal.
- **Small Business Enterprise (Woman/Minority/Service-Disabled Veteran Owned Business) (SBE).** An HCPS Office of Supplier Development certified small, woman, minority, disabled veteran-owned small business enterprise.
- **Subcontractor.** Any person or business entity employed to perform part of a contractual obligation under the control of the principal or prime contractor.
- **Superintendent.** The term "superintendent" shall mean HCPS' "superintendent or designee." For this solicitation, the General Manager of Procurement Services will serve as the designee.
- **Vendor.** The term "vendor" shall apply to any business entity or organization that sells goods and services to achieve certain commercial goals.
- **VendorLink (www.myvendorlink.com).** The electronic bidding system to solicit and receive solicitation responses for HCPS. Contact the Vendor Registration Helpdesk via email at support@evendorlink.com for answers to registration questions.

1.3 VENDORLINK (WWW.MYVENDORLINK.COM)

1.3.1 Vendor Portal. VendorLink (www.myVendorLink.com), HCPS' primary vendor/supplier portal, is a web-based, vendor self-service solution that allows HCPS to collaborate with vendors in a secure, online environment 24x7. HCPS requires all Bidders to have a current vendor application on file with www.myVendorLink.com. HCPS may rescind an award for failure to comply with this condition. Potential HCPS contractors must register to receive electronic email notification(s) of upcoming solicitations and addenda as they become available. When a solicitation matching those selections becomes available, the VendorLink system automatically sends an email notification to the email address provided during the registration process. The email notification contains the link and information necessary for the solicitation for download from any computer. Bidders may view solicitations by selecting the Bid Solicitations link: www.myVendorLink.com/common/searchsolicitations.aspx. To receive automatic notifications, VendorLink requires the registration of all suppliers by completing the supplier registration process.

A Bidder with additional questions regarding this solicitation or a related document(s) may submit a written request for clarification to the solicitation at www.myVendorLink.com no later than the "last day to request additional information or clarification," see coversheet. Any interpretation to a vendor shall be via written addenda posted on VendorLink before the bid due date. Any information that amends any portion of this solicitation, received by any method other than an addendum issued to the solicitation, is not binding on HCPS. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued will prevail.

1.4 PRE-BID MEETING

If applicable, HCPS may conduct a pre-bid meeting (attendance may be mandatory or voluntary, as required by HCPS) to explain the procurement requirements. HCPS will hold the pre-bid meeting long enough after the issuance of the solicitation to allow vendors to familiarize themselves with the solicitation, but sufficiently before the due date to allow consideration of the meeting results in preparing their bid. Nothing stated at the pre-bid meeting shall change the solicitation until addressed via an HCPS-issued addendum via www.myVendorLink.com.

1.5 BID SUBMITTAL

1.5.1 No Hardcopy Bids. HCPS WILL NOT ACCEPT PAPER (HARDCOPY) BIDS. The Bidder must upload their Bid electronically through VendorLink at www.myVendorLink.com. Acceptable file formats for upload are Microsoft Excel (for prices and rates), Adobe Portable Document (.pdf), or .ZIP file formats and printing

must be enabled on all files submitted. If applicable, the price sheet is available electronically on VendorLink.

- 1.5.2 Ontime Submittal.** The Bidder is solely responsible for on-time bid submittal via VendorLink, allow adequate time to upload their submittal on VendorLink, and contact VendorLink's technical support at support@eVendorLink.com if technical difficulties arise during bid upload. HCPS shall not be responsible for delays caused in any occurrence and shall reject bids submitted via any other means.
- 1.5.3 Weather Closures.** Should weather conditions require HCPS to close its offices on the Bid Due Date, said date will become effective on the same hour of the following HCPS business day or will post any additional extensions via www.myVendorLink.com.
- 1.5.4 Bid Withdrawal.** The Bidder may not withdraw their Bid for 120 days after the due date unless otherwise specified.
- 1.5.5 Variance from Terms.** The Bidder must indicate in the Bid any variances from specifications, terms, and/or conditions regardless of how slight. HCPS will assume that the commodities and contractual services fully comply with the specifications, terms, and conditions herein.
- 1.5.6 Discrepancies.** HCPS is not responsible for discrepancies or inconsistencies provided in the Bid and may reject any Bid it deems as non-responsive.
- 1.5.7 Forms.** The Bidder, unless otherwise specified, must use the form(s) furnished by HCPS. Failure to do so may be cause for rejection of the Bid.
- 1.5.8 Missing Attachments/Documents.** The Bid must include all required attachments and requested documentation. HCPS will not review any bid before the due date and time. HCPS cannot accept any missing documents after the due date unless HCPS deems the missing document as non-material to the evaluation of the Bid. The Bidder shall promptly provide said documents before submittal to the Board for award.
- 1.5.9 Signatures.** An officer or employee having the authority to contractually bind the Bidder must sign the Bid.
- 1.5.10 Trade Secret.** The Bidder must submit all "trade secret" information, in response to this solicitation, in compliance with §§ 119.07 and 812.081, Florida Statutes, in a separate file and so titled. The Bidder's failure to prepare and label the confidential or exempt portions of their Bid in the manner specified in this section shall constitute a waiver by the Bidder of any applicable exemptions from disclosure or any confidential status including ones that may apply to trade secrets under Florida law. If challenged, the Bidder who submits the trade secret information shall bear all costs associated with defending their position.
- 1.5.11 Joint Bid.** HCPS will recognize a single vendor as the primary contractor, should multiple Bidders submit a joint Bid in response to this solicitation. If offering a joint bid, the primary contractor must:
- include the names and addresses of all parties of the joint bid; and
 - provide all bonding and insurance requirements, execute the contract, complete the Bid, and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract per Contractor shall be acceptable; and
 - be responsible for the provision of the commodities and contractual services associated with response to this solicitation and overall contract administration; and
 - participate at applicable HCPS meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein; and
 - prepare and present consolidated invoice(s) for services performed. HCPS shall issue only one check for each consolidated invoice to the Contractor for the provided commodities and contractual services.

1.5.12 Prompt Payment Discount. The Bidder may offer a cash discount for prompt payment. However, HCPS shall not consider such discounts in determining the lowest net cost for evaluation purposes. HCPS shall compute discounts from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

1.5.13 Additional Charges and Fees. The Bidder must provide all additional charges such as installation, shipping, insurance, normal service consumables, shop supplies, environmental fees, administration fees, etc. in the Bid prices and rates. HCPS will not be responsible for any type of miscellaneous surcharges or fees. Post award, the Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc. after award without written HCPS approval.

1.5.14 Prices and Rates. The submitted Bid must adhere to the following:

- All Bid costs and rates shall include inside delivery and setup fees.
- All orders shall be F.O.B. Destination.
- Hourly service rates shall be inclusive of all sundry items to complete the contractual services.

1.5.15 New Items/Options. New or complementary commodities may be included in the contract if they are standard items or options for the commodities and contractual services. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this solicitation was published but are made available as an additional option. The Contractor proposing the additional options may attach to their price sheet the list of options currently available.

1.5.16 Prompt Payment Discount. The Bidder may offer a cash discount for early payment. However, HCPS shall not consider such discounts in determining the lowest net cost for Bid evaluation purposes. HCPS shall compute discounts from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

1.6 BID AWARD

1.6.1 No Award. HCPS shall have the authority to reject any or all bids submitted in response to this solicitation and request new bids or purchase the required goods and services in any other manner authorized under the State of Florida Department of Education Purchasing Policies 6A-1.012, F.A.C.

1.6.2 Rejection of All Bids. In accordance with §§ 119.07 (1), Florida Statutes, and 24 (a), Article I of the State Constitution, HCPS may reject Bids submitted in response to this solicitation and shall remain exempt from §§ 119.07(1), Florida Statutes, and 24(a), Article I of the State Constitution, until HCPS provides notice of an intended decision concerning the reissued solicitation or until HCPS withdraws the reissued solicitation, not to exceed twelve (12) months from the date of the Notice of Rejection.

1.6.3 Notice of Intent. HCPS will post a Notice of Intent to Award/Rejection to enter into one or more agreements with Bidder(s) identified therein, on www.myVendorLink.com. A notice of intent to award under this solicitation shall not constitute or form any agreement between HCPS and the Bidder.

1.6.4 Contract. This solicitation, all related addenda, and the submitted Bid, upon award by the Board or HCPS approval shall constitute a legally binding agreement. HCPS reserves the right to request a separate agreement for services consistent with the terms and conditions herein. The Contractor shall not provide commodities and contractual services nor shall HCPS compensate the Contractor for said commodities and contractual services until the Contractor has submitted the required insurance certificate, met Jessica Lunsford Act compliance (if applicable), and is in receipt of an HCPS award letter and related purchase order.

1.7 CONTACT INFORMATION & CERTIFICATION

The Bidder must supply the information listed below for consideration. In case of a dispute or if further clarification becomes necessary, please indicate your representative's contact information. The General Manager of Procurement Services shall serve as the HCPS representative.

Local Contact Information

Account Representative	Title
Local Address	
Phone Number	Cell Phone Number
Email Address	Fax Number
X	
Signature of Owner or Authorized Officer	Date

Corporate Information

Representative's Name	Title
Company Name	
Principal Place of Business Address	
Remit-To Address (if different from above)	
FEIN or Social Security Number	

The preferred method to receive a purchase order. ☐ US Mail ☐ Fax

☐ Yes ☐ No. Is your company Workers' Compensation Exempt? If yes, attach proof of exemption.

☐ Yes ☐ No. Is your company registered as an SBE with the HCPS Office of Supplier Development?

Is your company SMWBE certified with any of the following agencies? (Check as applicable.)

- ☐ City of Tampa,
- ☐ FL. Statewide & Inter-Local Certification,
- ☐ Hillsborough County BOCC,
- ☐ Florida State Minority Supplier Development Council, or
- ☐ City of St. Petersburg.

1.7.1 Statement of Qualifications. Please provide written responses to the following questions. If the answer to any of the questions is “Yes,” the Bidder shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry. If additional space is needed for any question, please attach it to this document.

☐ Yes ☐ No	Has your organization been declared in default on any contract?
☐ Yes ☐ No	Has your organization forfeited any payment of performance bond issued by a surety company on any contract?
☐ Yes ☐ No	Has an uncompleted contract been assigned by your organization’s surety company on any payment of performance bond issued to your organization arising from its failure to fully discharge all contractual obligations thereunder?
☐ Yes ☐ No	Within the past three (3) years, has your organization filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
☐ Yes ☐ No	Is your organization now the subject of any litigation in which an adverse decision might result in a material change in the firm’s financial position or future viability?
☐ Yes ☐ No	Is your organization currently involved in any state of fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
License Sanctions	List, below, whether there have been any regulatory or license agency sanctions against your organization. HCPS may perform a background check on any vendor with all state and regulatory agencies.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.2 Business References. The Bidder must submit **three (3) references** with with the Bid. HCPS may contact these references during the evaluation process and may utilize other references' information to predict the Bidder's capabilities. Negative references, in HCPS' sole discretion, may be cause for the Bidder's disqualification. The included references should be customers from the previous three (3) years. Preferred references shall be in the following order: other school districts, Florida, or other state's government agencies, and private sector organizations.

REFERENCE # 1.

Organization Name

Telephone #

Contact Name

E-mail Address

Scope of Work Provided
\$

Contract/Project Dollar Value

REFERENCE # 2.

Organization Name

Telephone #

Contact Name

E-mail Address

Scope of Work Provided
\$

Contract/Project Dollar Value

REFERENCE # 3.

Organization Name

Telephone #

Contact Name

E-mail Address

Scope of Work Provided
\$

Contract/Project Dollar Value

1.7.3 Payment Options.

P-Card. If Box is checked: ☐ HCPS personnel may choose to use a purchasing card (P-Card) in place of a purchase order to make purchases under the contract. Unless an exception is communicated to HCPS, the Bidder, by submitting a Bid, agrees to accept the P-Card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the P-Card.

☐ Yes ☐ No: The Bidder accepts the P-Card conditions stated in this solicitation. If yes, please check the level of reporting your firm offers its customers who utilize the P-Card:

Level	Date	Supplier	Transaction Amount	Sales Tax	Customer-Defined Code	Line-Item Detail
☐ Level 1	X	X	X			
☐ Level 2	X	X	X	X	X	
☐ Level 3	X	X	X	X	X	X

Other Payment Options. Please check one:

☐ **Net 21 Days (E-Payables Option; Visa Virtual Credit Card).** Contact Procurement Services for specific information about the E-Payable option. This option will require the use of credit cards through your financial institution and/or credit card processor.

☐ **NET 45 (Standard Payment Terms).** Invoice payment is Net 45 days from the date of delivery or the receipt of a satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of one (1%) percent per month on the unpaid balance. HCPS provides payment to its OSD-registered vendors for Net-14 days with no cash discount.

☐ ____ % **21 Days, Net 45.** (Discount for early payment, i.e.: 2% 21, NET 45). Invoices less agreed upon discount are paid in 21 days. *This option requires you to enter a discount percentage.*

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.4 Drug-Free Workplace Certification. HCPS shall provide tie bid preference to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal concerning price, quality, and service, are received by HCPS for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. HCPS shall establish procedures for processing tie proposals if none of the tie proposals have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 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.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (I), 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 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.
- Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.5 Scrutinized Company Certification. I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to §§ 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to § 287.135, Florida Statutes, I further affirm that:

- This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or Israeli-controlled territories, in a discriminatory manner.
- This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Sudan or a government-created project involving oil-related, mineral extraction, or power generation activities, or
 - Have a material business relationship involving the supply of military equipment, or
 - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - Have been complicit in the genocidal campaign in Darfur.
- This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government-created project involving oil-related or mineral extraction activities, or
 - Have made material investments with the effect of significantly enhancing the Iranian petroleum sector.
 - This Company is not engaged in business operations in Cuba or Syria.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.6 Certification Regarding Debarment, Suspension Ineligibility, And Voluntary Exclusion. 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). By signing and submitting this certification the potential contractor accepts the following terms:

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW *****

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

Name of Potential Contractor

Name and Title of Authorized Representative.

X

Signature of Authorized Representative

Date

SEE INSTRUCTIONS FOR CERTIFICATION ON THE NEXT PAGE.

INSTRUCTIONS FOR CERTIFICATION

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

[INTENTIONALLY BLANK]

1.7.7 Truth and Accuracy Statement. The signer of this Bid guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

The undersigned hereby:

- authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm, or corporation to furnish any HCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and
- states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and
- certifies that they are authorized to sign this bid for the organization and that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

"I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct."

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.8 Byrd Anti-Lobbying Amendment Certification Form. The undersigned Bidder certifies to the best of his or her knowledge that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.9 Addenda and Bid Form. The signer of the Bid guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant.

The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

The Bidder is not responsible for acknowledging the final HCPS-uploaded addenda (addenda provided after the Question Due Date) if the final addenda does not create a fundamental change to the proposal.

Receipt of the following Addenda is hereby acknowledged. (List all Addenda as follows):

Addendum No.: 1 Dated: _____

Addendum No.: 2 Dated: _____

Addendum No.: 3 Dated: _____

Addendum No.: 4 Dated: _____

Addendum No.: 5 Dated: _____

Addendum No.: 6 Dated: _____

Addendum No.: 7 Dated: _____

Addendum No.: 9 Dated: _____

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

1.7.10 Bidder's Statement of Principal Place of Business. ☐ **If box is checked.** Name of Vendor:

_____ whose principal place of business is in the state of:
_____.
_____.

Vendor's Signature: X _____

INSTRUCTIONS. IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(TO BE COMPLETED BY THE ATTORNEY FOR AN OUT-OF-STATE VENDOR)**

NOTICE. § 287.084 (2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also. § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES (PLEASE SELECT ONE)

- ☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- ☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: _____.

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES (PLEASE SELECT ONE)

- ☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.
- ☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____.

Signature of out-of-state Bidder's attorney

Printed name of out-of-state Bidder's attorney

Telephone number of out-of-state Bidder's attorney.

Attorney's state(s) of bar admission.

Email of out of state Bidders' attorney

2 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to this solicitation and each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the "Bidder") submitting a response ("Bid"), to have assented to these conditions by the act of responding to this solicitation and acceptance of a request for purchase via duly issued purchase order (PO). Before the solicitation due date, during the active solicitation process, HCPS may incorporate additional conditions, without limitation, referenced as an addendum, attachment, appendix, or exhibit. Any conflict in terms between any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence: addenda answer to questions on www.myVendorLink.com, appendix, attachment, exhibition, and this solicitation. Unless specifically stated, the terms and conditions in this solicitation are non-negotiable. HCPS may reject a Bid that fails to accept the stated terms and conditions as "non-responsive."

This solicitation does not commit HCPS to enter into a contract nor obligate HCPS to reimburse any Bidder for any costs incurred in the preparation and submission of the Bid or anticipation of a contract. This solicitation will comply with all applicable HCPS policies and federal, state, and local laws. Additionally, HCPS reserves the right to:

- seek the assistance of technical experts to review the Bids; and
- investigate the qualifications of any Bidder under consideration, require confirmation of the Bidder-provided information, and require additional evidence of the stated qualifications; and
- require additional evidence of qualifications to perform the services described in this solicitation; and
- amend, cancel, recall, or reissue all, or parts of this solicitation, to reject any Bid, to waive any formality and irregularity, remedy solicitation errors, or to re-advertise the identical or revised specifications; and
- reduce the scope of services (if deemed in HCPS' best interest and at HCPS' sole discretion); or
- approve or disapprove the use of any subcontractor and supplier; and
- contract with one or more (or none) of the Bidders; and
- contract without further discussions or negotiations; and
- disqualify a Bid upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.1 BID PROTEST

A Bidder who wishes to file a protest must file such notice and follow procedures prescribed by § 120.57(3), Florida Statutes, for resolution. For solicitations posted by Procurement Services, the notice must be filed with the General Manager of Procurement Services, corey.murphy@hcps.net.

Any person who files an action protesting a decision or intended decision about this solicitation under § 120.57(3)(b), Florida Statutes, shall post, at the time of filing the formal written protest, a bond payable to the Board in an amount of \$5,000 or three (3%) percent of the estimated value of the contract, whichever is greater, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

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

2.2 CONTRACT TERMINATION & DEFAULT

Per Board Policy, Chapter 6320 - Procurement Procedures, Suspension or Debarment, the General Manager of Procurement Services may debar Contractors for a defined period from bidding on or performing as a subcontractor on any HCPS contract. The suspended or debarred vendor may request removal from suspended or

debarred status after the expiration of the suspension or debarment period. The General Manager of Procurement Services shall have the authority to suspend or debar any vendor for the following:

- default on awarded contract; or
- violation of contract terms and conditions without cure or remedy; or
- default of any payment or other monies due to HCPS; or
- conviction of fraud or criminal acts while performing as a contractor on any contracts, even those not associated or written by HCPS; or
- consistent past performance record of habitual or continuous unsatisfactory performance, safety violations, failure to adhere to the Jessica Lunsford Act, as defined in the contract, repeated violations of any contract provisions, or delinquent performance by the Contractor; or
- possession of firearms on HCPS property; or
- violation of Federal or State law and any applicable HCPS policy regarding Drug-Free Workplace (will be subject to the immediate termination of any contract)

2.2.1 Termination for Convenience. HCPS shall have the right to terminate the contract, with or without cause, upon written notice of such termination provided not less than 30 days before the date that such termination is to be effective, or with such lesser notice as HCPS may deem appropriate under the circumstances. If HCPS elects to terminate this contract without cause, HCPS shall compensate the Contractor for all satisfactory goods and services provided before the date of termination. If HCPS provides a notice of termination, the Contractor agrees to abide by and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Contractor shall have no further rights, and HCPS shall have no further obligation to the Contractor, after the date of termination of the contract as specified in the written notice. HCPS may discontinue the provision of the commodities and contractual services to any HCPS site as it deems necessary, that portion of the solicitation shall be void for the said site.

2.2.2 Non-Appropriation of Funds (Funding Out). The parties understand and agree hereto that HCPS shall be bound and obligated hereunder only to the extent that funds are appropriated and budgeted for the contract. If funds are not appropriated and budgeted in any fiscal year for payments due under the contract, HCPS will notify the Contractor of such occurrence and the contract must terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS.

2.2.3 Termination for Cause. HCPS will periodically inspect goods and services to ensure that the Contractor meets all requirements. HCPS reserves the right to terminate the contract for cause, which shall include without limitation the Contractor's failure to comply with any provision of the contract. Before HCPS terminates a contract, the General Manager of Procurement Services or designee may initiate an internal review of the situation; HCPS may invite the Contractor to participate. If HCPS determines that grounds exist to declare the Contractor in default, the Superintendent or designee shall provide the Contractor with written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. Inaction by HCPS to exercise its rights is not a waiver of such rights. HCPS may notify the Contractor as follows:

- **Initial Cure Notice.** An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCPS. Within ten (10) days of receipt of notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.
- **Second Notice.** A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or goods and services not meeting specifications contained herein and the Contractor shall cease with the provision of goods and services. In such event, HCPS shall pay the Contractor only for satisfactory goods and services. The Contractor and its sureties

may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.

- **If Performance Security Was Required.** HCPS may elect to execute the performance security as liquidated damages.
- **If Performance Security Was Not Required.** The Contractor shall pay HCPS, as liquidated damages, an amount not to exceed five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount, then the amount due is five (5%) percent of the remaining value of the contract. The Contractor's failure to pay the liquidated damages within thirty (30) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the General Manager of Procurement Services. Thereafter, the Contractor may request reinstatement to the Active Bidders List. HCPS reserves the right, upon contract cancellation, to award the contract to the next lowest Bid for the unexpired contract term or publish a new solicitation.

2.3 APPLICABLE LAWS

The Contractor must be knowledgeable of and in compliance with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and Board Policy (<https://www.sdhc.k12.fl.us/policymanual/index>) that may affect the provision of commodities and contractual services covered herein. The Contractor's lack of knowledge shall not be a cause for relief from responsibility.

2.3.1 Governing Law, Jurisdiction, and Venue. The contract shall be governed by and interpreted in accordance with the laws of the State of Florida other than its conflict of laws principles. The parties agree that if any suit or proceeding is brought in connection with the contract, such suit or proceeding shall be brought in the state or federal courts located in Hillsborough County, Florida, and the parties shall submit to the exclusive jurisdiction of such courts and waive all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under the contract.

2.3.2 Conflict of Interest. The award made under this solicitation is subject to the provisions of §§ 112.313 (3), 112.313 (7), Part III Code of Ethics, Florida Statutes, and Board Policy 6460.01 – Conflict of Interest. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities with HCPS. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of students, or clients during their employment with HCPS.

Employees shall not make use of HCPS materials, equipment, or facilities in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

HCPS shall not knowingly contract with any supplier of commodities and contractual services that any Board member or the Superintendent has any material interest in. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which they have authored, and which has been properly approved for use in HCPS' schools.

Any employee who knowingly is in a capacity to influence, approve, or cause the purchase of any item to the Board that can render the employee, or an immediate relative personal gain must immediately disclose that fact. Any violation of these policies by an HCPS employee shall be subject to disciplinary actions up to and including termination of employment.

2.3.3 Severability. In case any one or more of the provisions contained in this solicitation shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful, or void nature of that provision shall not affect any other provision and the

contract shall be considered as if such invalid, unlawful, unenforceable, or void provision had never been included herein.

- 2.3.4 Fair Labor Standards Act (“Hot Goods”).** The Bidder certifies that the production of the provided commodities and contractual services shall be compliant with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
- 2.3.5 Student Confidentiality.** Any records, materials, documents, or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of goods and services for HCPS are confidential and shall not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the contract with HCPS, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law if the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure. The Contractor agrees to not remove from HCPS premises, except as a contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents, or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS. Upon contract expiration, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records which are in the Contractor's possession or control and which are confidential information as defined in this solicitation. The Contractor's failure to comply with the provisions of this contract pertaining to confidential information is a breach of this contract and may result in the termination of the contract and further legal action against the Contractor. The provisions of the contract pertaining to confidential information shall survive termination of the contract between HCPS and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS due to the Contractor's breach of the confidentiality provisions of the contract. The Contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain further breach of the contract or to prevent unauthorized uses or disclosures of confidential information by the Contractor.
- 2.3.6 Tax Exemption.** HCPS is exempt from federal and state taxes for tangible personal property. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. The Contractor cannot claim exemption from taxes for materials to fulfill its contractual obligations to HCPS. HCPS shall not authorize the use of HCPS' tax exemption number to purchase such materials.
- 2.3.7 Public Records Laws.** The Contractor acknowledges that the contract and all documents submitted to HCPS related to the contract are a matter of public record and are subject to the State of Florida Public Records Law Chapter 119, Florida Statutes, and Article I, Section 24, of the State Constitution, and any other comparable federal laws. The Contractor further acknowledges that HCPS may post the Bid on HCPS' website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS under § 119.0701, Florida Statutes, the Contractor shall:
- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
 - upon request from the Office of Communications, provide HCPS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in § 119.07 (4), Florida Statutes, or as otherwise provided by law; and

- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to HCPS; and
- upon completion of this contract, transfer, at no cost, to HCPS all public records in possession of the Contractor or keep and maintain public records required by HCPS to perform the service. If the Contractor transfers all public records to HCPS upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to HCPS, upon request from HCPS' Office of Communications, in a format that is compatible with the information technology systems of HCPS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (HCPS' OFFICE OF COMMUNICATIONS, 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: PRR@HCPS.NET.

2.4 VENDOR SANCTIONS

The Bidder certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. HCPS may, by written notice to the Contractor, immediately terminate this contract if HCPS determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.4.1 Public Entity Crimes.** Per § 287.133(2)(A), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor(s) list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a vendor(s), supplier, subcontractor(s) 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 § 287.017, Florida Statutes, for category two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor(s) list."
- 2.4.2 Convicted and Discriminatory Vendor Lists.** Per §§ 287.133(2)(a) and 287.134, Florida Statutes, and Rule 60A1.006 (1), F.A.C. A person or affiliate who has been placed on the State of Florida Discriminatory Vendor List or the Convicted Vendor List: following a conviction for a public entity crime may not submit a bid on a contract to provide goods and services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
- 2.4.3 Bankruptcy.** At the time of Bid submission, the Bidder 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 Bidder is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCPS may, at its option, terminate the contract.
- 2.4.4 Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Contractor is considered a violation for Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- 2.4.5 Scrutinized Companies Lists/Business Operations in Cuba or Syria.** Per the provisions of § 287.135 Florida Statutes, a company that, at the time of bidding or submitting a Bid for a new contract or renewal

of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to § 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a bid for, or enter into or renew a contract with an agency or local governmental entity for goods and services exceeding one million dollars. The Bidder certifies by submission and signature of the Bid that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or been engaged in business operations in Cuba or Syria. Any contract for commodities and contractual services of \$1,000,000 or more may be terminated at the option of the awarding body if the company is found to have submitted a false certification, has been placed on either of these lists or has been engaged in business operations in Cuba or Syria.

2.4.6 Submittal Confidentiality. Pursuant to § 119.071(1) (b) 2, Florida Statutes, Bids received by HCPS pursuant to this solicitation are exempt from § 119.07(1), Florida Statutes, and 24 (a), Art. I of the State Constitution until HCPS provides notice of an intended decision or until 30-days after receipt of the Bid, whichever is earlier.

2.4.7 Submittal Questions/Rejection. HCPS, at its discretion, may reject any, or part(s) of any Bid; advertise, postpone, or cancel, at any time, the solicitation process, or waive any irregularities in this solicitation in the Bid received. HCPS also reserves the right to request clarification of information from any Bidder.

2.4.8 Alternative Purchasing Options (Non-Exclusivity). This solicitation does not establish an exclusive arrangement between HCPS and the Contractor(s). Additionally, HCPS reserves the following additional unrestrictive rights:

- Use additional vendors to provide the goods and services, or deliver the same or related products, as described herein when it is to the economic benefit of HCPS; and
- Propose any work, products, or services as described herein when it is to the economic benefit of HCPS; and
- May purchase items on this solicitation from any State of Florida public entity, the General Services Administration (GSA), Bay Area Schools Purchasing Council (BASPC), or any purchasing cooperative that serves school districts; and
- Generate emergency purchases from the next lowest Bid(s); and
- Generate additional purchases due to the Contractor's inability to provide the goods and services under the requested timeframe.

2.4.8.1 Purchases by Other Public Agencies. Per Purchasing Policies, 6A-1.012(6), F.A.C., in lieu of requesting solicitations from three (3) or more sources, HCPS may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid contracts, when the Bidder awarded a contract by another entity defined herein will permit purchases by HCPS at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of HCPS.

2.4.8.2 Purchases from Other Public Agencies (within Hillsborough County). Per the Laws of Florida, Chapter 69-1112 and 69-1119, any public agency or authority existing within Hillsborough County that may desire to purchase commodities and contractual services under a contract, entered into pursuant to law by any other political subdivision, such authority existing within Hillsborough County may purchase the commodities and contractual services at the contract price. Submission of a Bid in response to this solicitation also constitutes a bid under the same contract conditions and at the same contract price, during the effective period of the contract, to all the other public entities there listed (Governmental Purchasing Council of Hillsborough County). Each member of the Governmental Purchasing Council of Hillsborough County will issue their own purchase orders, issue payments, and coordinate the service

locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies.

- Children’s Board of Hillsborough County
- City of Plant City
- City of Tampa
- City of Tampa Housing Authority
- City of Temple Terrace
- Hillsborough Area Regional Transit
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Hillsborough County Clerk of Courts
- Hillsborough County Property Appraiser
- Hillsborough County Sheriff
- Hillsborough County Supervisor of Elections
- Hillsborough County Tax Collector
- Office of the State Attorney, Hillsborough County, FL
- Tampa Hillsborough Expressway Authority
- Tampa Palms Community Development
- Tampa Sports Authority

2.4.9 Charter Schools. Goods and services awarded under this solicitation shall be available to charter schools within Hillsborough County. The Board is not responsible or liable for purchases made by the charter schools.

2.4.10 Force Majeure. No default, delay, or failure to perform on the part of the either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

2.5 CONTRACTOR’S OBLIGATIONS

The Contractor shall keep HCPS fully informed as to the progress of the provision of goods and services. The Contractor may do so not only through regularly issued progress reports, cost reports, and minutes, but also through close liaison between such designated HCPS personnel. The Contractor shall submit to HCPS minutes of any meetings attended by the Contractor and HCPS relating to the goods and services within 10-business days following such meetings.

2.5.1 Independent Contractor. HCPS engages the Contractor as an independent business. The Contractor agrees to provide the goods and services in the manner of and as an independent contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold HCPS as, nor claim to be an officer or employee of HCPS for any right or privilege applicable to an officer or employee of HCPS, including, but not limited to workers’ compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

2.5.2 Procurement Policy (6320). HCPS Procurement Policy ([Policies | Hillsborough County Public Schools](#)) is incorporated into this solicitation and, therefore, any contract awarded as the result of this solicitation, by

reference. The Procurement Policy binds the Contractor, by participation in this solicitation, in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

- 2.5.3 Subcontractors.** The Contractor is responsible for performance and meeting all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The Bidder must disclose the name(s) of any subcontractor(s) used to satisfy performance herein and ensure that the subcontractor is qualified, insured, and that subcontractor's employees meet all requirements set forth herein.
- 2.5.4 Assignment.** The Contractor, whether under separate contract or not, shall not assign any part or whole of the contract to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS. HCPS may transfer the contract to any successor performing the same functions. The parties acknowledge that HCPS may transfer any or all its interest in the contract to any successor of HCPS.
- 2.5.5 Discrimination.** The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, the contract may be cancelled, terminated, or suspended in whole or in part.
- 2.5.5.1 Statement of Assurance.** The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the contract. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
- 2.5.5.2 Americans with Disabilities Act.** A Bidder who submits a Bid to HCPS for the provision of goods and services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractor to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. A Contractor and their subcontractors providing goods and services must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.
- 2.5.6 Licenses & Taxes.** The Contractor shall remain compliant with all federal, state, and local regulations as to licenses, permits, and tax obligations required for the operation of the Contractor's business activities.
- 2.5.7 Bid Cost.** All expenses involved with the preparation and submission of the Bid to HCPS, or any services performed in connection therewith, shall be borne by the Bidder. HCPS shall not provide payment for any submittals received, or for any other effort required of or made, or expenses incurred by the Bidder.
- 2.5.8 Appearance & Conduct.** The Contractor's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, if applicable properly uniformed, and conduct themselves in a respectable and courteous manner.
- 2.5.8.1 Personnel Qualifications.** The Contractor will provide a written list of, and qualifications, of new or additional key personnel who work under the contract prior to the provision of goods and services.
- 2.5.8.2 Uniforms.** If applicable, employees shall wear a recognizable uniform, no hats indoors. Each employee, performing services for HCPS, must carry a government issued picture ID (presentable upon request) while on HCPS property.
- 2.5.8.3 Tobacco Products.** Per Board Policy 7434 - Tobacco-Free Environment, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco. HCPS prohibits the use of tobacco within any indoor facility owned, leased, contracted for, or used by the

Board, including outdoor areas (practice fields, playgrounds, athletic fields, stadiums, venues, and all open areas owned, leased, contracted for, or used by the Board. HCPS also prohibits the use of tobacco by a passenger in any vehicle owned or operated by the Board, including, but not limited to, school buses, vans, trucks, station wagons, and cars.

2.5.8.4 Disruptive Behavior. The Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.

2.5.8.5 Site Security. The Contractor's personnel must coordinate with the site's front office or security personnel, possess proper identification, and sign-in/out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

2.5.8.6 Tools and Equipment. The Contractor is solely responsible for safeguarding its own materials, tools, and equipment while at an HCPS site. HCPS shall not assume any responsibility for vandalism or theft of the Contractor's materials or property.

2.5.8.7 Firearms & Narcotics. HCPS will not tolerate the possession of firearms and narcotics while on HCPS property, nor violations of Federal and State laws and any applicable HCPS policy regarding Drug Free Workplace. Violators will be subject to the immediate termination of the contract.

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

No person who has a firearm in their vehicle may park their vehicle on HCPS property.

If the Contractor's employee brings a firearm on HCPS property, the Contractor will terminate said employee from the HCPS engagement. HCPS shall terminate the contract if the Contractor or their subcontractor fails to remove said employee from the provision of commodities and contractual services under the contract.

2.6 ACCOUNTING & INVOICING

In accordance with the Florida Prompt Payment Act (Sections 218.70 - 218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify payment discounts. All payments due and not made within the time specified by this section bear interest from 30-days after the due date at the rate of one (1%) percent per month on the unpaid balance.

2.6.1 Purchase Order (PO) Number. All accounting and invoicing correspondence must reference an HCPS PO number. HCPS may generate Individual purchases via blanket or multiple POs against the contract, as required.

2.6.2 Offered Prices. All pricing shall be based on FOB Destination and will include all packaging, handling, and shipping charges. HCPS is exempt and does not pay Federal Excise and State of Florida sales taxes.

2.6.3 Invoice Submittal. The Contractor shall submit an original invoice to the HCPS Accounts Payable Department. P.O. Box 3408, Tampa, Florida, 33601-3408. Per Sections 287.058(1)(a), Florida Statutes: bills for fees or other compensation for services or expenses must provide enough detail for a proper pre-audit and post-audit thereof.

2.6.4 "Duplicate" or "Copy" Invoice. All service contracts require a duplicate invoice, identified as a "duplicate" or "copy" to the ordering department or designated project leader.

2.6.5 Payment Assignment. Any PO or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with prior written approval by HCPS Procurement Services.

2.6.6 Request for Payment. The Contractor, unless under mutual written contract, shall provide invoices that will include all scheduled services, products purchased, and services completed during the previous one (1) month period. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the

responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and s. 837.06, F.S., pertaining to false official statements.

- 2.6.7 Excess Funds.** The Contractor shall promptly notify, and refund HCPS of any funds erroneously received, upon discovery of erroneous payment or overpayment, with interest calculated from the date of the erroneous payment or overpayment. The Contractor shall calculate the amount of Interest using the interest rate for judgments under s. 55.03, F.S.
- 2.6.8 Stop Work Order.** HCPS may at any time by written notice to the Contractor stop all or any part of the services for this solicitation. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. HCPS may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and the price or terminate the work in accordance with the provisions of the solicitation's terms and conditions.
- 2.6.9 Travel Expenses.** Per §287.058(1)(b), Florida Statutes, HCPS will only provide reimbursement for travel-related bills if expressly authorized by terms of the contract. The Contractor must submit such travel bills per § 112.061, Florida Statutes.
- 2.6.10 Right to Audit Provisions.** The Contractor's records shall include, but not limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor's files and any other supporting evidence necessary to substantiate payments and income related to this contract (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCPS authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of their payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not limited to, those records necessary to evaluate and verify payments and any other matters or items associated with the contract.

For such audits, inspections, examinations, and evaluations, the HCPS-authorized representative shall have access to the records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of the Contractor's final payment pursuant to the contract. the Contractor shall reimburse HCPS for all undocumented payments found not to follow the provisions of the contract.

The HCPS agent or its authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this section. The HCPS-authorized representative shall give the Contractor reasonable notice of intended audits.

The Contractor shall certify that payments are accurate and correct on each payment. If an audit reveals a discrepancy, such as an over payment, the Contractor must reimburse HCPS for the discrepancy with a minimum of eighteen (18%) percent per annum interest.

If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) by HCPS to the Contractor of more than ten (10%) percent of the total payments, the actual cost of HCPS' audit shall be paid by the Contractor in addition to the overpayments by HCPS.

2.7 HAZARDOUS MATERIALS

THIS SECTION APPLIES TO THE CONTRACTOR WHOSE COMMODITIES OR CONTRACTUAL SERVICES ENABLE OR REQUIRE THE PROVISION OR USE OF HAZARDOUS MATERIALS.

The HCPS Safety (Safety Office) Office will monitor and enforce compliance by the Contractor that provide HCPS with goods and services. The Contractor shall not cause any unsafe conditions or commit acts that may adversely affect the safety and health of HCPS' students, employees, or visitors.

HCPS may require the Contractor to supply a written copy of their Safety Program/Manual for review before or after contract award and may conduct periodic review of the Contractor's safety manual and operations.

The Contractor must follow safe working practices always, as well as comply with all Federal, State, Local, and HCPS safety policies and procedures, including the operation of vehicles and equipment on HCPS-owned property.

The Contractor must report any accident, injury, or incident occurring on HCPS property to the District's Safety and Risk Management Office (813) 840-7345.

2.7.1 Safety Data Sheets (SDS). In compliance with Chapter 442, F.S., any delivered item(s) or used when providing services under the contract must have a published SDS.

2.7.2 The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)). The HCS, revised in 2012, requires that the chemical manufacturer, distributor, or importer provide Safety Data Sheets (SDS) (formerly MSDS or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The information contained in the SDS is like the MSDS, except the SDS provides a consistent, user friendly, 16-section format. The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The information contained in the SDS must be in English and Spanish. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200. Sections 1 through 8 contain general information about the chemical, identification, hazards, composition, safe handling practices, and emergency control measures (e.g., firefighting). This information should be helpful to those that need to get the information quickly. Sections 9 through 11 and 16 contain other technical and scientific information, such as physical and chemical properties, stability and reactivity information, toxicological information, exposure control information, and other information including the date of preparation or last revision. The SDS must state the lack of applicable information found when the preparer does not find relevant information for any required element. The SDS must also contain Sections 12 through 15, to be consistent with the UN Globally Harmonized System of Classification and Labeling of Chemicals (GHS), but OSHA will not enforce the content of these sections because they concern matters handled by other agencies. Each submitted SDS Must be in English and Spanish; and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. The Contractor shall provide:

- the physical and chemical characteristics of the hazardous chemical; and
- all known acute and chronic health effects and related health information; and
- exposure limits; and
- whether the chemical is a carcinogen as identified by the National Toxicology Program (NTP), International Agency for Research on Cancer (IARC) or the Occupational Safety and Health Administration (OSHA), emergency first aid procedures; and
- the identification of the organization responsible for preparing the SDS.

2.7.3 Hazardous Material. The Safety Office defines Hazardous Material as, "Any material or substance for which there is sufficient data to indicate a reasonable risk to physical and environmental health." These substances, classified as poisonous, toxic, corrosive, flammable, explosive, radioactive, or otherwise have any warning on the product label. The Contractor must:

- provide current and legible SDS to the Safety Office for each hazardous material they may use at an HCPS site at least five (5) working days prior to use; and
- provide its safety plan (precautions needed by the Contractor's employees); and
- maintain a copy of the approved SDS at the job location.

After review by the Safety Office, HCPS may provide the Contractor a stamped SDS, as approved, approved with or without restrictions, or not approved.

- 2.7.4 Approval of Hazardous Materials.** Prior to the Contractor's use, the Safety Office must approve all hazardous materials. The Contractor must submit all requests for product approval to the Safety Office (813) 840-7345. The Contractor must follow any identified restrictions regarding the product's use. The Contractor's use of any product at an HCPS site must be in accordance with the manufacturer's instructions and applicable HCPS Policies. Sites where no students or employees are present do not require approval, provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.
- 2.7.5 Contractor's Use of Product.** Product approval for use by HCPS employees does not constitute an automatic approval for use by the Contractor for all applications. The Safety and Risk Management Office must approve each product and its use by the Contractor.
- 2.7.6 HCPS Employee Use of Products.** The Contractor (prior to use by HCPS employees) must submit the approved SDS to the HCPS supervisor and ensure filing of the SDS in the worksite's SDS Book (even if approved for use by the Contractor).
- 2.7.7 Rejection of Hazardous Materials.** HCPS may ban certain products for use in HCPS to prevent any incidence of exposure to students or employees. HCPS may apply restrictions to the use of certain materials to reduce or eliminate the incidence of exposure.
- 2.7.8 Product Removal.** The Contractor is responsible for removal of all materials used on projects immediately upon completion. The Contractor must list all materials left for HCPS use on a manifest identifying the container type, amount, and where located. The HCPS employee that originated the service or contract shall sign the manifest and deliver it to HCPS' Safety Office.
- 2.7.9 Hazard Notification-Asbestos Containing Materials (ACM) and Lead Based Paint (LBP).** ACM and LBP are present in many HCPS buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, it may be hazardous to disturb ACM and LBP. The Contractor must contact the Safety Office prior to commence any work that may affect ACM or LBP materials.
- 2.7.10 Unsafe Conditions.** The Contractor will:
- perform work under the terms of this contract will follow the best environmental working practices always; and
 - not cause any unsafe conditions or perform acts that could have an impact on the safety and health of students, employees, or visitors to HCPS operations; and
 - comply with all Federal, State, Local, and HCPS environmental policies and procedures; and
 - supply, upon request, a written copy of its Environmental Program/Manual for review after contract award (HCPS may periodically review the Contractor's environmental manual and operations); and
 - be responsible for removal and clean-up of all contamination (or potential contamination) upon occurrence or when identified by the Safety Office; and
 - immediately report all incidents to the Safety Office.

2.8 WARRANTY

The Contractor warrants that provided goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Contractor knows of the purchaser's intended use, the Contractor warrants that the goods and services are suitable for that intended use. Repeated failure to meet established inspection and repair timeframes below will be cause for default.

The minimum warranty on the product shall be one (1) year. The Contractor shall warranty and guarantee all goods and services for a period of no less than one (1) year from the date of acceptance and shall repair or replace all defects in material or workmanship which are discovered or exist during the warranty period.

The Contractor shall bear all labor, products, and transportation costs.

Labor shall have a warranty of no less than one (1) year from the date of completion. Rework for incomplete, insufficient, or faulty work, under the current warranty, shall be at no cost to HCPS. The Contractor shall provide a “No Charge” invoice for warranty repairs, detailing all provided goods and services.

The Contractor shall respond to all warranty requests within 24 hours of notification.

The effective date on all warranties shall begin at time of complete installation and acceptance by HCPS.

2.8.1 E-Verify. Per s. 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this contract. The Contractor shall also require all subcontractors performing work under this contract to use the E-Verify system for any employees they may hire during the term of this contract. Failure to comply with this provision is a material breach of the contract and HCPS may choose to terminate the contract at its sole discretion. The Contractor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

2.8.2 ☐ Agreed ☐ Exception ☐ Does not employ more than 25 Florida workers.

E-Verify #: _____

[INTENTIONALLY BLANK]

2.8.2 Non-Collusion Affidavit.

STATE OF _____

COUNTY OF _____

I state that

of

(Name and Title)

(Name of Proposer)

am authorized to make this affidavit on behalf of Proposer and its owner, directors, and officers. I am the person responsible for Proposer for the price(s) and amount(s) of this ITB, and the preparation of the Bid. I state that:

- The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposer, or potential Proposer.
- Neither the price(s) nor the amount(s) of this Bid, and neither the approximate price(s) nor approximate amount(s) of this ITB, have been disclosed to any other firm, organization, or person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before Bid opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a Bid for the contract, or to submit a price(s) higher than the prices in this Bid, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Bid.
- The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- _____ (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):

I state that I, and the named Proposer, understand and acknowledge that the above representations are material and important, and will be relied on by The School Board of Hillsborough County, FL for which this Bid is submitted. I understand and the Proposer understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the The School Board of Hillsborough County, FL of the true facts relating to the submission of Bids for the contract.

Company Name

Print Name

X

Signature

Date

3 SPECIFIC REQUIREMENTS/SCOPE OF WORK

THE BIDDER MUST READ AND RESPOND TO THIS SECTION IN ITS ENTIRETY AND MAY SUPPLEMENT THIS SECTION WITH ADDITIONAL PAGES AS TO PROVIDE HCPS WITH A MORE DETAILED BREAKDOWN, BACKUP AND/OR OPTIONS OF RELATED COSTS ASSOCIATED WITH THE SOLICITED GOODS AND SERVICES.

3.1 ESTIMATED BUDGET

HCPS' performance and obligation to pay under the contract is contingent upon an annual appropriation by The School Board of Hillsborough County, Florida. The costs of goods and services paid under any other contract or from any other source are not eligible for reimbursement under the contract.

3.2 CONTRACT TERM/RENEWALS

The initial term will commence no sooner than the first business day after Board approval or as specified in the Award letter through the last day of the first anniversary month. The agreement shall automatically renew for up to four (4) additional one (1) -year periods as appropriations allow in the budget, the Contractor's performance, the continued need for the commodities and services, and mutual agreement between HCPS and the Contractor to provide the commodities and services required under the Agreement as outlined in the Scope of Work/Services and maintain the same terms and conditions as delineated herein.

3.2.1 Temporary Renewal. If HCPS has a need to extend the contract beyond the stated renewal periods, HCPS and the Contractor may agree to renew the contract for a period not to exceed 180 days.

3.2.2 Temporary Unilateral Renewal. If the Contractor requests to not renew the contract at the end of an effective term, it is understood and agreed that HCPS may unilaterally renew the contract, for a period not to exceed 90-days, under the same prices, terms, conditions, and specifications to allow for resoliciting this solicitation.

3.2.3 Price/Rate Escalation Provision. At each renewal of the contract, HCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of three (3%) percent or the rate of inflation as determined by the Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg, Clearwater, published by the U.S. Bureau of Labor Statistics adjusted for the prior twelve (12) month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The Contractor must request the increase in writing prior to the renewal of the contract. Price adjustments shall be effective upon execution of a contract amendment or renewal and indicate the change and shall not apply to delivery orders issued before the effective date. HCPS may allow economic price adjustment to a fixed price contract when there is serious doubt concerning the stability of market or labor conditions that will exist during an extended period of contract performance.

3.3 QUALIFICATIONS AND EXPERIENCE

3.3.1 Minimum Qualifications. THE BIDDER MUST PROVIDE AND/OR BE COMPLIANT WITH ALL THE REQUIREMENTS BELOW. HCPS WILL NOT EVALUATE BIDS THAT FAIL TO PROVIDE THE REQUIRED DOCUMENTS AND SHALL DEEM THE BIDDER AS NON-RESPONSIVE. ADDITIONALLY, HCPS RESERVES THE RIGHT TO REQUEST DOCUMENTATION AT ANY TIME DURING THE AGREEMENT PERIOD. THE BIDDER MUST BE QUALIFIED AT TIME OF BID SUBMITTAL AND PROVIDE DOCUMENTATION TO PROVIDE PROOF OF MEETING THE REQUIREMENTS BELOW.

3.3.2 Experience. The Bidder shall have been in the provision of the required goods and services herein for a minimum of three (3) year(s) and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts...). Failure to provide said proof may be grounds for rejection of Bid. The Bidder must prove validity of the stated documents to be in effect at the time of bid opening. HCPS will not award on assumptions that a granting of a license will occur at a future date. The Bidder must provide written evidence that it maintains a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

- 3.3.3 Licenses/Permits/Business Tax.** The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of the bid, agreement default, or, if not specifically stated in this solicitation, shall be cause for immediate termination and further sanctions.
- 3.3.4 Florida Department of State, Division of Corporations Registration Requirements.** Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number and written documentation of "active" status. All registered Bidders must have an active status to be eligible to do business with HCPS. A Bidder doing business under a fictitious name must submit their Bid using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit. www.Sunbiz.org.
- 3.3.5 Proof of Insurance.** The Bidder must provide with the Bid a copy of any policy evidencing the insurance coverages and limits required by this solicitation. However, it does not constitute approval or agreement by HCPS that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance follow the requirements of the solicitation.
- 3.3.6 The Jessica Lunsford Act (JLA) Badges (Applicable Upon Award).** If applicable: To comply with ss. 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", an Contractor meeting any of the three (3) criteria, below, upon award, must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department. Those Contractor's employees must have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site personnel will deny access to all Contractors violating this requirement. More information is available at www.sdhc.k12.fl.us/doc/164/procurement-jla.
- i. be at school when students are present, or
 - ii. have direct contact with students, or
 - iii. have access to or control of school funds. The only applicable exception is the "six-foot fence" rule where the Contractor shall perform work, and always remain, in an area separated from students by a chain link fence that is at least six (6) feet high.
- 3.3.7 Bidder's Key Personnel.** Identify key personnel and provide biographical information (resumes) pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members' professional qualifications.
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3.3.8 Bidder's Technical Staff. The Bidder must provide the number of technical personnel employed and how many will be available to support HCPS.

3.3.9 Bidder's Resources/Equipment. The Bidder must list all resources available to provide the required services. At a minimum, list all applicable assets, sch as equipment, vehicles, and any applicable specialized skills.

HCPS' specifications herein are designed to enable a Bidder to satisfy the requirements for the goods and services herein. HCPS may express a specification as a standard, a part of a standard, or independent of a standard. No specification shall not unnecessarily limit competition by eliminating items capable of satisfactorily meeting HCPS' actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be enough cause to adjudge these specifications as restrictive.

3.4.1 Changes in Scope of Work. HCPS may order changes in the products or services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the contract.

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Invitation to Bid (Trades): **26478-ITB-MST FENCING MATERIALS (INVENTORY)**

belief. If the General Manager of Procurement Services agrees that the goods and services is within the contract scope, as written, the Contractor shall continue providing the goods and services as changed and at the Bid cost/rate for the goods and services within the scope. The Contractor must assert their right to an adjustment under this clause within 30-days from the date of receipt of the written order. The General Manager of Procurement Services reserves the right to negotiate with the Contractor without completing the solicitation process for goods and services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

3.4.3 Projects Over \$10,000 in Total Cost. The primary scope of this solicitation is for projects identified as having a total value not exceeding Ten Thousand (\$10,000) Dollars. HCPS reserves the authority to use the contract for requirements exceeding \$10,000 and may obtain competitive quotes from non-awarded participating Bidders for this solicitation deemed to be responsive and responsible or to seek competitive quotes via posting on www.myVendorLink.com, as deemed to be in the best interest of HCPS.

3.4.4 Services. The required services are listed herein, including necessary resources, deliverables, quality of performance and project requirements that the Contractor must comply with during the provision of goods and services.

1. Tasks. HCPS is seeking bids from qualified firms to provide fencing and fencing materials. The work to be done under this contract includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete services or product as required.

2. Material Specifications

Galvanized Chain Link Fence and Vinyl Coated Chain Link Fence:

- Zinc-coated fabric shall be galvanized after weaving with a minimum of 1.2 ounces of zinc per square foot of surface area and conform to ASTM A392, Class 1. Fabric to be 9-gauge wire woven in a 2" diamond mesh. Top and bottom selvage to be knuckled-knuckled.
- Framework: Steel pipe conforming to Standard Specification ASTM F1043 Group 1A (Schedule 40); external coatings per F1043 Type A; internal coatings Type A, or high strength steel pipe triple coated per Standard Specification ASTM F1043 Group 1C (SS40 as manufactured by Allied Tube & Conduit or approved equal); external coatings per F1043 Type B; internal coatings per F1043 Type D.
- All coatings to be applied after welding.
- Pipe shall be straight, true to section, and conform to the following weights:

Pipe Size	Group 1A	Group 1C
Outside Diameter	Weight Lbs./Ft.	Weight Lbs./Ft.
1-5/8"	2.27	1.84
1-7/8"	2.72	2.28
2-3/8"	3.65	3.12
2-7/8"	5.79	4.64
Pipe Size	Group 1A	Group 1C
4"	9.11	6.56
6-5/8"	18.97	-----
8-5/8"	24.70	-----

Fence Post:

Fence Post: Group 1A or 1C		
Fabric Height	Line Post O.D.	Terminal Post O.D.
Up to 6 Ft	1-7/8"	2-3/8"
7 Ft to 9 Ft	2-3/8"	2-7/8"
10 Ft to 9 Ft	2-3/8"	4"

Swing Gate Post:

Swing Gate Width	Double Gate Width	O.D. Group 1A or 1C
Up to 6 Ft.	Up to 12 Ft.	2-7/8"
7 Ft. to 12 Ft.	13 Ft. to 24 Ft.	4"
13 Ft. to 18 Ft.	25 Ft. to 36 Ft.	1-5/8" Group 1A
Over 18 Ft.	Over 36 Ft.	up 1A

Rails and Braces: 1-5/8" O.D. Group 1A or 1C.

Gates: Frame assembly of 1-7/8" O.D. Group 1A or 1C with welded joints. Weld areas repaired with zinc-rich coating applied per manufacturer's directions. Fabric to match fence. Gate accessories, hinges, latches, center stops, keepers, and necessary hardware of quality required for industrial and commercial applications. Latches shall permit padlocking.

Fittings:

- Post Caps: Pressed steel, cast iron, or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply dome-style caps for terminal posts and loop-type for line posts. All fittings to conform to ASTM F626
- Rail and Brace Ends: Pressed steel, cast iron, or cast aluminum alloy, cup-shaped to receive rail and brace ends.
- Top Rail Sleeves: Tubular Steel, 0.051 thick x 7 inches long expansion type.
- Tension Bars: Steel strip, 5/8" wide x 3/16" thick.
- Tension Bands: Pressed steel, 14-gauge thickness x 3/4" wide.
- Brace Bands: Pressed steel, 12-gauge thickness x 3/4" wide.
- Tie Wires: Aluminum, 9-gauge, alloy 1100-H4 or equal.
- Hog Rings: Steel wire, 11-gauge, with a minimum zinc coating of 0.80 ounces per square foot of wire surface.
- Specialty Coatings
- PVC Coated-6 mil (0.15mm) to 10 mil (0.25mm) thickness, thermally fused to zinc coated 9 Ga. steel core
- wire: Per ASTM F668 Class 2b. Core wire tensile strength 75,000 psi (MPa).
- Powder-Coated-All primary components receive a thorough cleaning and pre-treatment.

This 12-step process consists of:

- Hot alkaline cleaner
- Clear water rinse
- Hot iron phosphate application
- Clear water rinse
- Z-153 sealer application
- Ring rinse
- Deionized water rinse
- Dry off oven heat at 425 degrees F.
- Zinc-enriched epoxy powder coat at 2 mils.

- Gel oven heat at 400 degrees F.
- Ultra polyester finish T.G.I.C. powder coat at 2 mils
- Final curing oven at 450 degrees F. in color to match fabric

Security Panic Gates (See Attachment B): All structural items for the security gates have been designed in accordance with appropriate provisions of each of the following:

- The Florida Building Code, 2004 Edition with 2005 and 2006 supplements
- ACI Standard 318-02 Building Code Requirements for reinforced concrete
- AISC “Specification for the Design, Fabrication and Erection of Structural Steel for Buildings”, Ninth Edition

All structural steel work shall be fabricated and erected in accordance with the latest AISC specifications and shall conform to:

- Shapes (L,T,C,PL) ASTM A36 or Structural Tube (HSS) ASTM A500 (46 KSI)
- Steel Pipe (HSS) ASTM A53 (42 KSI)
- Anchor Bolts ASTM A490 U.N.O. IN PLANS OR SECTIONS
- Welding Electrodes E700XX
- All welding shall conform to the American Welding Society Code, AWS D1.1; all welding shall be performed using E700XX U.N.O.
- Cuts, holes, copings, etc. required in structural steel members for the work of other trades shall be shown in the structural steel shop drawings and shall be made in the shop. Holes shall be reinforced as required by the engineer.
- Burning of holes, cuts, etc. in structural steel members in the field will not be permitted, except with the specific approval of the engineer.
- All steel members exposed to weather shall be galvanized.

Basis of design: Merchants Metals Tuf-Guard pre-hung commercial security gate or approved equal. The bidder shall price each item as a complete factory-assembled, ready-to-install gate system matching the listed color, electronic-strike requirement, 4-foot-6-inch clear opening, and nominal 7-foot height.

Gate frame: minimum 2-inch square, 14-gauge galvanized steel tubular members; minimum yield strength 45,000 psi; ASTM F2408 and applicable ASTM F900 requirements.

Posts: galvanized square steel tubing, minimum 3-inch square x 12 gauge for standard listed gate assemblies; 4-inch posts where expressly stated for electronic-strike items.

Chain-link infill: 2-inch mesh, 9-gauge; galvanized or PVC-coated to match item. Decorative infill shall match approved ornamental gate configuration.

Hinges: securely attached, tamper-resistant, non-slip, and arranged for 180-degree opening.

Panic hardware: weather-resistant exit device suitable for exterior gate use, with exterior keyed access cylinder keyed to the District system as directed.

Electronic-strike items: provide gate prepared and equipped for the listed electronic strike, with compatible strike mounting and gate alignment provisions. Power, controls, card reader, keypad, intercom, and low-voltage wiring are excluded unless added to the pricing item.

Closer: commercial hydraulic gate closer compatible with 180-degree gate operation where required by the approved gate assembly.

Finish: galvanized substrate with zinc-rich primer and TGIC polyester powder topcoat; color gray or black as listed.

Provide complete assembly including gate leaf, posts, welded below-grade brace where part of the manufacturer system, hinges, closer, panic device, keyed exterior trim, latch/strike, caps, brackets, and attachment hardware.

Fence Filler or Chain-link Slats

- Pexco chain-link fence slats or similar.
- Standard Colors.
- Standard inserts and winged slats.
- Bottom locking

Temporary Fence

- 6' Temporary Fence Panels w/ stands

3.4.5 Necessary Resources. HCPS identifies, below, resources that are necessary to complete each task that includes labor, equipment, or materials (this list is non-exhaustive):

Inventory Parts:

- HCPS reserves the right to add any item(s) to this bid as permanent items at a set price if HCPS has a need to stock the items at the various warehouses.
- Vendor shall have the ability to:
- research parts and supplies for specialty equipment or special circumstances; and
- keep abreast of new merchandise of interest to HCPS as well as any items identified as discontinued; and
- possess sufficient inventory parts to meet the refurbishing needs of the District; and
- provide notification to a HCPS representative within 4 hours of receipt of a Purchase Order if unable to fill the order or meet the bid delivery requirements as noted herein; and
- assist HCPS in determining industry nomenclature or description, units of measure, and manufacturer's part numbers on items purchased for inventory.

3.4.6 Deliverables. Below, HCPS identifies project deliverables required for the services to be successfully completed, including any time-sensitive milestones or deliverables:

- Provide efficient and rapid customer response which includes delivery to any HCPS facility.
- Warehouse stock deliveries are to be made within five (5) days of receipt of Purchase Order. All products will be delivered to HCPS Sites and Utilities Warehouse, 3714 N. 50th Street, Tampa, FL 33605, between the hours of 8:00 AM and 2:30 PM, Monday through Friday, excluding HCPS holidays, unless otherwise specified.
- Vendor(s) must be able to provide delivery of non-stocked items within ten (10) business days of receipt of Purchase Order.
- HCPS reserves the right to make purchases at the Vendor's local store as a walk-in customer with a Purchase Order in hand or fax a Purchase Order to the Vendor for pick up.
- Emergency deliveries to the warehouse should be within twenty-four (24) hours from receipt of Purchase Order.
- In case of emergency, and where Vendor(s) are unable to provide the required products, HCPS reserves the right to purchase from an alternate source.
- In the event delivery timelines established herein are not met, HCPS reserves the right to terminate the order and issue an order to another vendor. Repeated failure to provide delivery as specified shall constitute default and will be grounds for termination of any contract based on this bid.

- If Vendor is unable to meet delivery requirements as noted above, HCPS shall be notified within 4 hours of receipt of Purchase Order.
- Should HCPS have a need to stock new items at the warehouse, these items shall be added to the bid at a set price.
- HCPS reserves the right to quote items on this bid when purchasing large quantities, as determined by the district. However, HCPS will ask the successful bidder for a quote on these items along with 2 other suppliers.
- Under no circumstances shall any product be delivered without HCPS authorization and vendor has receipt of a purchase order (PO) from the district's Procurement department.
- Vendor shall include a packing list with each shipment, listing the Purchase Order number, part number, description, quantity ordered, quantity shipped, and quantity back ordered.

3.5 CUSTOMER SUPPORT SERVICES

3.5.1 Local representation:

Contractors must maintain physical office in Hillsborough County or any adjacent counties (Hernando, Manatee, Pasco, Pinellas, Polk, and Sarasota).

3.5.2 Communications. The Contractor must provide a means to receive direct communications from HCPS 12 hours per day, 5 days per week. Contact means shall be by phone or e-mail. When contact is made, the Contractor must respond within thirty (30) minutes of notification.

Emergency Contact

Name/Title

Address

Telephone #

Cell #

Fax #

Email Address

3.5.3 Service Response Requirements. HCPS-required delivery and performance times, for materials and services to be provided under the contract, are described herein. HCPS may terminate and reissue a work order to an alternate Vendor should the Contractor fail to perform the services within the timelines established herein or in the provided quote, statement of work, or work order. Repeated failure to meet the agreed timelines shall constitute default and will be grounds for termination of the contract.

3.5.4 Service Hours. Service is called for only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding HCPS holidays, unless otherwise specified. The Contractor must schedule assigned

work to NOT interfere with normal school arrival and dismissal times (the contractor must confirm arrival and dismissal times for each worksite).

3.5.4.1 Priority 1. The Contractor must be on site to provide services within 4-hours of notification and shall work continuously until completion of the repair services as the project may involve incidents that result in the outage of essential function of the facility.

3.5.4.2 Priority 2. The Contractor must restore the use of the affected services 5:00 p.m. on the 10th business day following issuance of the work order. The project may include outage(s) of non-essential functions of the facility.

3.5.4.3 Priority 3. The Contractor must restore the use of the affected services by 5:00 p.m. on the 15th business day following issuance of the repair order by HCPS. The project may involve a new installation.

3.5.5 Return of Goods. All goods returned for any reason other than the Contractor's error, misrepresentation of specifications, or due to defect may be subject to return freight charges, negotiable between HCPS and the Contractor. HCPS agrees to return goods in the original factory sealed packaging, when possible. The Contractor must provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. If applicable, the Contractor shall ship replacement goods prior to receipt of returned merchandise.

3.5.6 Delivery. What is your company's delivery time after receipt of order? _____.

3.5.7 Minimum Order. A minimum order requirement may be cause for rejection of the Bid. Preference may go to those Bids with no minimum order requirement, even if the price is higher. HCPS assumes that it will purchase goods on either the smallest unit of measure or as stated in the solicitation. A Bidder's minimum order requirement exceeding the said unit of measure is cause for rejection of the bid as non-responsive. However, HCPS authorizes additional discounts for quantity purchases (as an alternative).

☐ Yes ☐ No. Does Bidder require a minimum order? If yes, please explain.

3.5.8 Services Provided Outside of Standard Hours. The Contractor may, for their convenience, elect to perform work after standard working hours and incur any additional expenses based upon their convenience and availability to the work site. This schedule is applicable only when approved by the Coordinator. Note, HCPS shall not pay premium or overtime fees for this situation.

3.5.9 Overtime Rates. Overtime Rates may apply to services outside standard HCPS scheduled maintenance working hours if the Coordinator provides prior written authorization. Overtime work may apply when health, life, and safety concerns dictate a rapid response.

3.5.10 Emergency Services. Emergency repairs and maintenance are defined as those services necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation that would adversely and unduly affect the safety, health, or comfort for the occupants, or otherwise cause loss to HCPS. Note that HCPS may require the Contractor to perform emergency repair services at times other than normal working hours and shall be available on a 24-hour basis, including weekends and holidays. The Contractor must respond within two (2) hours to all requests

for emergency service. Failure to respond to a service call, within the designated time, may be cause for termination of the contract or require HCPS to contract with an alternate Vendor.

3.5.11 Delays. The Contractor must complete the project within the established timeframes. HCPS may grant an extension to the service timelines for delays that are not caused by the Contractor. If services cannot be timely completed, due to a school function, the Contractor shall reschedule a time with the Coordinator and school officials. Any service schedule delay must be reported to the Coordinator and site administrator within 24-hours.

HCPS will not pay for travel time (to and from the work site) or any travel made during lunch breaks. HCPS will not pay any premium for weekends or holidays. The contractor will be paid for actual worked performed as evidenced by the sign-in/sign out sheets.

3.5.12 Re/Post Inspections. Inspections shall be completed within three (3) business days of contact by the Maintenance Department. If repairs are found to not have corrected, as instructed by the inspection report, the Contractor will have 24 hours to return to the facility to satisfactory condition and correct any deficiencies identified in the inspection report. Unsatisfactory repair services must be readdressed at NO CHARGE to HCPS. If the post/re-inspection determines that additional services are required to meet applicable code(s), HCPS shall compensate the Contractor based on the additional goods and services as reported to the Maintenance Department and supported by the hourly verification report and proper documentation.

3.5.13 Defective Goods. The Contractor shall agree to accept, for full credit and return shipping charges, the return of any defective item received (whether defective in workmanship, inferior quality, or in defective packaging) which is unusable for its intended purpose

3.5.14 Work Order. The Scope of a work order shall not be expanded beyond the originally approved work order without the Coordinator's written approval.

3.5.15 Documentation Requirements. HCPS shall issue a standard work order for all required work. The Contractor shall not begin work without a purchase order and a work order ticket number. The work order, signin/out sheet, invoice, and supporting documents shall be properly completed prior to the issuance of payment.

3.5.16 Approval Requirements. HCPS may request a not-to-exceed quote for the provision of services under the contract. If approved, the Contractor shall be paid for provided goods and services up to the quoted amount. The Contractor must inspect the work and indicate any exceptions or exclusions on the quote.

3.5.17 Work Order Completion. HCPS (per maintenance area) will assign a Coordinator to oversee all assigned work for adherence to promised schedules and as well as quality of work from the start date through the project's completion. All work is subject to inspection throughout the life of the project and prior to submittal of final payment. The Contractor must note the following on each work order:

- Date(s) of work.
- Campus arrival and departure times (APPENDIX B: HCPS CONTRACTED SERVICES VERIFICATION FORM).
- Description of work performed.
- List of materials used (included both HCPS-supplied and contractor-purchased materials).
- Cost of materials (receipts or other documentation supporting material costs must be attached to the completed work order).
- Completed work order shall be delivered or faxed to HCPS within 24-hours of completion of the request.
- Work order must be signed by the project coordinator. The signed copy may be sent via facsimile.
- Billed charges shall be based on the School Board-approved bid. No additional travel fees shall be approved.

3.5.18 Work Order Service Requirements. HCPS required delivery and performance times, for goods and services to be provided under the contract, are described herein. The Contractor will notify an HCPS authorized representative or Coordinator within 24 hours of receipt of purchase order if service requirements will not be met as specified. If the work does not commence or is not completed by the timelines established herein, HCPS reserves the right to terminate the order and issue the order to another Contractor. Repeated failure to commence or complete work within the prescribed times shall constitute a default and will be grounds for termination of the contract. The Contractor shall:

- respond to WO (work order) request and provide written quotes or written estimate within three (3) business days of receipt of WO from HCPS authorized representative or the Coordinator; and
- respond within two (2) hours to a WO request deemed an emergency by HCPS'-authorized representative or the Coordinator; and
- provide service within two (2) days from receipt of a purchase order, unless otherwise agreed upon by HCPS'-authorized representative or the Coordinator; and
- understand that HCPS may deem the Contractor's failure to respond to a WO request within the designated time as cause for termination of the contract or HCPS shall contract with another vendor.

3.5.19 Onsite Safety Requirements. While performing services for HCPS, the Contractor shall be responsible for any damages caused by the Contractor's employees to HCPS or adjacent property. The Contractor must not drive heavy equipment onto sidewalks, patios, decorative stones, athletic tracks or fields, etc. If concerns are raised about excessively wet conditions on grassy areas, the Contractor must contact the appropriate HCPS authorized representative or Coordinator for recommendations or workarounds prior to commencing the work. The Contractor must show reasonable attempt to avoid damage to HCPS property under all conditions. Any damages, including damage to finished surfaces and spilled paint, resulting from the performance of the contract shall be repaired and/or cleaned to HCPS authorized representative or the Coordinator's satisfaction at the Contractor's expense. HCPS shall incur no costs for damage repairs.

The Contractor understands that all services described in this solicitation shall be coordinated with an authorized representative or the Coordinator and performed with minimal disruption to the functions to HCPS' operations. The Contractor must ensure that the performance of services shall not interfere with school's arrival and dismissal times.

All services must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All areas and/or property damaged while work is under way shall be restored as found by the Contractor prior to completion of work and to the satisfaction of HCPS authorized representative or Project Coordinator.

The Contractor will protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation while performing services under the contract.

Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

Any property damaged by the Contractor or a representative during the contract will be repaired or replaced to the satisfaction of HCPS' authorized representative or Coordinator and at no cost to HCPS.

The Contractor must ensure there is adequate ventilation for the type of coating, cleaning materials, or chemicals used. Projects may consist of working in facilities that are occupied and necessary precautions need to be made to ensure fumes, gases, or volatile organic compounds (VOCs) are not spread throughout the facility through ventilation equipment. If necessary, consult paint manufacturer for recommendations.

3.5.19.1 Protection of Worksite. Worksite Integrity. The Contractor must protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation during the provision of goods and services under the contract. Adequate barricades shall be erected and maintained around areas where equipment and materials are stored and used. Any Contractor-damaged property must be

repaired or replaced to HCPS' satisfaction. The Contractor must report to the HCPS authorized representative or Coordinator any damage found prior to any work at job sites. The Contractor shall be responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work sites. A Project is not completed until incurred damages, if any, have been repaired and the worksite is cleaned to the satisfaction of HCPS' authorized representative or the Coordinator.

3.5.19.2 Debris. It will be the sole responsibility of the Contractor to dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor. Material cleared from site and disposed on adjacent or nearby property will not be considered as having been disposed of properly. The Contractor shall keep the premises free of debris and unusable materials resulting from their work. As work progresses or upon request by the HCPS authorized representative or Project Coordinator, the Contractor shall remove such debris and materials from property. HCPS dumpsters shall not be used, if HCPS determines Contractor is using HCPS dumpster's Contractor shall incur pickup and dump fee.

3.5.20 Oversight/Quality Of Services. An HCPS Project Coordinator (the "Coordinator") will be assigned to oversee all assigned services (work) for adherence to projected schedules and service quality throughout the project's progression to completion and submittal of final payment. HCPS will periodically inspect work completed or in process to ensure compliance with the requirements of the contract. If the requirements herein are not satisfactorily maintained, HCPS shall require the Contractor to correct any discrepancies, inconsistencies, or faults immediately at no additional cost. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein will result in termination of the Contractor's right to proceed with the agreement. The Contractor and its sureties may be liable to HCPS for any additional costs incurred by HCPS to complete the contract. Henceforth, the Contractor shall be in default and the contract subject to termination and further sanctions. Re-inspections or post inspections are to be completed within three (3) business days of contact by the Maintenance Department. If repairs have not corrected deficiencies as instructed by the inspection report, the Contractor will have 24 hours to return to the facility to repair or correct any such deficiencies as per the inspection report.

Repairs that were initially not done properly and must be readdressed will be done so at NO CHARGE to HCPS or the facility. However, if the re-inspection or post inspection uncovers or determines additional work must be completed to bring the facility up to code, the repair Contractor will be paid accordingly based on time and materials as reported to the Maintenance Department and supported by the hourly verification report and proper documentation for the materials used. The Contractor shall understand and agree that:

- all services including modifications of required services requires the Coordinator's written approval; and
- the Contractor must be in receipt of a maintenance request ("MR") from the appropriate maintenance department and a purchase order (PO) from HCPS' Procurement Services; and
- services are not complete until a copy of the maintenance request ("MR") is signed by the Coordinator; and
- the Contractor shall be solely responsible and assume all liability for the supervision, direction of all work, and for all means, methods, techniques, sequences, and procedures, and coordination of all services under the contract; and
- the Contractor shall be responsible for all scheduling, receiving, storage, and placement of all materials; and
- the Contractor shall ensure that enough personnel, materials, means of transportation, and an adequate supply of tools and equipment to perform the services.
- the contractor shall provide a responsible, knowledgeable, English-speaking worksite supervisor or representative, who has decision-making authority, at all times; and
- the Contractor shall be solely responsible to HCPS for the acts and omissions of their subcontractors, agents, employees, and any other persons performing any services under the contract; and

- the practice and materials utilized in the work within or adjacent to any structure must conform to all current Florida Building Codes in addition to any applicable local, state, and Federal regulations and codes and any HCPS requirements. Contractor must abide by all State of Florida Statutes.; and
- the Contractor will assist HCPS in identifying the best repair considerations, determine materials, and the quantities thereof for each project; and
- the Contractor shall be solely responsible for the cost and disposal of all construction debris at an authorized landfill. No materials may be disposed on adjacent or other non-authorized property. The Contractor shall keep the premises free of debris and unusable materials resulting from their work. As work progresses, or upon request by the HCPS authorized representative or Coordinator, the Contractor shall remove such debris and materials from the property. HCPS dumpsters shall not be used. HCPS will charge the Contractor for pickup and dump fee should the Contractor violate this paragraph.
- An estimator shall meet with the HCPS authorized representative or Coordinator to evaluate conditions and provide an estimate at no cost to HCPS for repairs based upon his set fees.
- The Contractor may be required at times to meet HCPS Coordinator or designated at job site to verify information, requirement, make recommendations or take measurements at no additional cost to HCPS.
- The Contractor will assist HCPS in identifying the best repair considerations for each project. The Contractor shall determine the quantities of material required for each project.
- Provide a firm cost for requested work, prior to issuance of a purchase order for the work.
- If the Contractor is unable to respond, HCPS has the right to contact the next lowest Contractor for repairs. Repeated failure to provide delivery as specified shall constitute default and will be grounds for termination of any contract based on this solicitation.

3.5.21 Photos. The Contractor, prior to beginning of any work, must generate, maintain, and email a date-stamped picture(s) to the Coordinator showing the found condition of structure (facility, building, grounds, utilities, parking lot, athletic fields, playgrounds, grass/sod areas, sidewalks, etc.) noting any concerns, pre-existing conditions, or damages to work areas (including adjacent property that may be affected by the work) as noted on the Purchase Order. All date-stamped photos must detail enough as to provide proof of the integrity of the structure (facility, building, grounds, floors, carpet, gym floor, etc.), before, during, and after completion showing the stages of the work/repairs indicating any pre-existing or post completion damage on or within the facility.

Damages include, but not limited to, the exterior of any adjacent buildings, sidewalks, concrete or other, walkways, concrete or other, concrete foundations, parking lots or paved areas, lawns, fields, or playground areas.

All photos must be date-stamped and submitted to the HCPS Maintenance Department email or to the Coordinator at time of invoicing, along with sign in/out sheets (Attachment B: HCPS Contracted Services Daily Verification Log (CSDVL)) and invoice backup for all provided goods and services.

3.5.22 Conformance to Applicable Codes. All provided goods and services must conform to all applicable codes and the current Florida Building Code, in addition to any applicable local, state, and Federal regulations and codes and any additional HCPS requirements.

3.5.22.1 Florida Building Codes – Permit Requirements. Per s. 553.79, Florida Statutes, it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency. S. 489.105, F.S., Definitions describes what is required and what is exempt from permits <https://www.flsenate.gov/laws/statutes/2012/489.105>.

3.5.23 Warranty. The Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the

Contractor knows of the HCPS' intended use, the contractor shall warrant that the goods and services are suitable for that intended use.

The Contractor shall warrant and guarantee all goods and services for a period of no less than one (1) year from the date of acceptance and shall repair or replace all defects in material or workmanship during the warranty period. The Contractor shall bear all labor, product replacement, and transportation costs for warranted goods and services. Labor shall be warranted for no less than 1-year from the completion date and all rework shall be at no cost to HCPS. A "No Charge" invoice shall be submitted on all warranty repairs detailing the replaced goods including dimensions and quantity. The Contractor must respond to all warranty requests within 24-hours of notification. Repeated failure to meet established inspection and repair timeframes will be considered unsatisfactory under the terms of this agreement. Excessive instances of unsatisfactory service shall be cause for default. Warranty repairs must be accomplished within the service response requirements identified in this section.

3.6 BILLING FOR GOODS AND SERVICES

3.6.1 Pricing/Rates & Quotes. In general, payment will be made for provided labor and materials used, except for minor consumables or services listed under hourly rates. Labor costs shall be reimbursed in ¼ hour increments, as applicable. HCPS requires a firm, fixed price per unit. All delivery, trip, fuel surcharges or service call charges shall be included in your proposed prices and rates.

3.6.2 Cost-Plus Pricing. Cost-plus pricing will be used for unspecified miscellaneous related items. HCPS will pay the contractor's costs for these items, plus the markup identified on the Bid. The Contractor must provide documentation supporting their costs for these items. HCPS may require evidence that the Contractor is obtaining these materials at market price. This price approach is only used for limited items for which specific pricing is not requested or provided and should be a small percentage or purchases made under the contract.

3.6.3 Hourly Rate. If requested in this solicitation, the Contractor shall provide an hourly labor rate. Minor consumables or items listed under the hourly rate are NOT eligible for reimbursement or percentage markup. Cost for these items shall be inclusive to the hourly rates defined on the provided Pricing Sheet.

3.6.4 Estimates. Estimates will be evaluated to determine if the scope of work (as determined by the Coordinator has been clearly and accurately understood and the work has been properly estimated. All estimates shall be "not to exceed." Adjustments will not be permitted unless unforeseen circumstances arise and approved by the Coordinator. An estimator shall meet with the Coordinator to evaluate conditions and provide an estimate at no cost to HCPS for repairs based upon proposed fees. The Contractor shall:

- provide a firm cost for requested work, prior to commencement of the work; and
- agree that the scope of work shall not be expanded beyond original work order without approval of the project coordinator. The Contractor must provide a revised written estimate of labor and materials within 24 hours for any additional work. Verbal confirmation is not an acceptable authorization to work, except in health, life, and safety situations (emergency). If an emergency exists, the contractor may begin the work with verbal authorization from the project coordinator with the understanding that a written estimate of labor and materials will be sent to the appropriate maintenance department within 24-hours; and
- accept that the Contractor's inability to timely respond is cause for HCPS to contact the next lowest (alternate) Proposer for repairs; and
- accept that repeated failure to provide the estimates or work shall constitute default, and be cause for termination of the contract; and
- provide billed labor rates based on the proposed hourly rate inclusive of all labor, tool/equipment use, travel time, and any other incurred costs or fees; and
- not charge for overtime or premium rates without prior written authorization from the Coordinator; and

- charge for labor hours in quarter (1/4) hour increments and limited only to onsite hours.

3.6.5 Written Quotes. The Contractor shall perform an inspection of the subject property. Inspection should be appropriate for the appraisal problem. Questions regarding the quote for scope of work should be resolved in the written quote prior to issuance of a work order and subsequent purchase order. Any latent issues should be promptly reported to HCPS before work is to move forward. Once accepted, the quote for scope of work form is to be signed by both the contractor and the project coordinator. Work Orders and Purchase Orders require the Coordinator's approval prior to issuance of payment. Written quotes for proposed scope of work must include the following minimum information (when applicable):

- Description of the entire project in brief
- Description of the site/location where work is to be performed (school name, address, building name, room #, etc.)
- Work Order Number (if applicable)
- HCPS bid or agreement Number
- HCPS contact name and phone number.
- List of required goods, materials, and service
- Project work timeline including estimated hours
- Schematics, drawings, or diagrams detailing how work will be performed
- Unit of measure must be as stated on the bid Response Form

3.6.6 Not to Exceed Quote. HCPS may require a not to exceed quote for a defined scope of services to be provided under this agreement. If a not to exceed quote is requested and provided, the contractor shall be paid actual costs for labor and materials up to the amount quoted. The Contractor must inspect the work and must indicate any exceptions or exclusions on the quote. Adjustments will not be permitted unless unforeseen circumstances arise. Estimates will be evaluated to determine if the scope of work (as determined by HCPS) has been accurately understood and the work has been properly estimated. HCPS reserves the right to question any work when the services and materials used by the contractor seem excessive for the provided work.

3.6.7 Competitive Lump Sum for Service. Shall only be used for services anticipated to exceed ten thousand dollars (\$10,000) and when competitively bid among the awarded vendors. HCPS may solicit competitive lump sum pricing from additional contractors for a pre-defined scope of services. HCPS shall request the proposer to investigate and identify the required labor hours and resources and indicate any exceptions or exclusions with their submitted price. For all awarded services obtained under a request for competitive lump sum pricing, HCPS shall make full payment of the lump sum amount upon satisfactory completion of the work.

3.6.8 Purchase Order. Quote approval shall not constitute an order. Prior to the provision of goods and services, the Contractor must be in receipt of an HCPS purchase order. Shipments or work performed shall be made as specified on the purchase order, conforming to the bid form, specifications, and general instructions. No work may proceed unless authorized by the Coordinator and the supplier is in receipt of a Work Order and the associated purchase order (PO). The Contractor shall be on site 24-Hours after the service call is submitted.

3.7 ACCOUNTING AND INVOICING

In accordance with the Florida Prompt Payment Act (ss. 218.70-218.80, F.S.). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify prompt payment discounts. All payments due and not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one (1%) percent per month on the unpaid balance. All invoices shall contain the purchase order number, the Contractor's name, phone number, quantities, item descriptions,

units of measure, and addressed to: Accounts Payable Department, Post Office Box 3408, Tampa, Florida, 33601-3408.

3.7.1 Invoice Submittal. The original invoice will be sent to the Accounts Payable Department and a copy of the invoice, marked “COPY”; Appendix B: HCPS Contracted Services Verification Form, and material invoices will be faxed or delivered to the appropriate maintenance department.

3.7.2 Additional Invoicing Requirements. The Contractor must submit legible copies of its detailed invoice before any payment will be authorized. The Contractor, unless under mutual written agreement, shall provide invoices that will include all scheduled services, products purchased, and/or services completed during the previous 1-month period. “Draft” invoice and request for payment must be delivered to the requesting department representative/designee at least ten (10) working days before the deadline for submission of the Contractor’s request for payment. After the requesting maintenance department has noted approval of work and invoice clarity, they will send the draft copy to the Contractor signed as approved for payment. Only upon receipt of this signed draft copy may the Contractor send the original invoice to HCPS’ Accounts Payable Department for processing. For actual services rendered, payments shall be made on a per order basis. All submitted invoices must include the following information:

- Company name, address and contact, email address, telephone, and fax number
- HCPS’ bill-to department and contact information
- HCPS’ purchase order number(s): All accounting and invoicing correspondence must reference a HCPS PO number. HCPS may generate Individual purchases via blanket or multiple POs against the contract as item(s) are required.
- HCPS’ bid number
- HCPS’ item number per billable line-item: No charge or fee will be paid on a submitted invoice without a provided HCPS item number for the provided goods and services, etc. that are to be submitted for payment. Failure to comply with these requirements will stimulate the return of invoice and the HCPS Contracted Services Verification Form to the Contractor for adjustment.
- Site name and location
- Invoice number and date
- Payment terms
- Date(s) of service
- Description of purchase (product or services). Invoice will show detailed description of all work performed, including actual quantity of bid items completed.
- Pricing per unit of purchase
- Extended price
- The Contractor’s invoice copy for cost-plus parts, products, and items invoice must show material cost by item and include a copy of material receipts for cost plus pricing as applicable.
- Packing slips MUST be included with all shipments (including direct ship) and must include the PO number, Lawson number and part number(s) for all products shipped.
- Total amount due.
- “Duplicate” or “Copy” Invoice. All service contracts require a duplicate invoice, identified as a “duplicate” or “copy” to the ordering department or designated project leader.

SIGNATURE ACKNOWLEDGES THAT THE BIDDER HAS READ THE TERMS AND CONDITIONS HEREIN PRIOR TO SUBMITTING A BID AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS IN

ACCORDANCE TO SAID TERMS AND CONDITIONS AND IS SUBMITTING WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

Vendor's Name

Signature of Bidder's Authorized Official

Date

Print Name and Title of Authorized Official

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4 BID RESPONSE FORM/PRICE SHEET

4.1 AWARD BY GROUP, CATEGORY, AREA, OR ITEM

As deemed to be in its best interest, HCPS reserves the right to award by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on an HCPS-wide basis with one or more contractors; to reject any or all offers or waive any irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made because of this solicitation shall conform to applicable Board Rules, State Board Rules, and State statutes.

This solicitation may be awarded to a sole Bidder, a primary and a secondary Bidder, or predefined “Maintenance Area(s)” to the highest-ranked responsive and responsible Proposal(s) who best meet the terms and conditions of this solicitation. Additionally, HCPS reserves the right to make multiple awards, award by groups, types, or categories, item by item or lump sum, whichever may be in HCPS’ best interest.

A Bidder may Bid on each preferred area. The Bidder may not split an area or bid on less than the total listing of facilities and schools for each area. HCPS reserves the right to change the number of schools within any geographic area during the contract period. Any additional school site shall be serviced at the same costs and rates as bid. Unless stated otherwise HCPS awards certain HCPS Maintenance Operations areas “Maintenance Areas” as defined below:

- **AREA 1 – West.** North to Pasco County Line, West to Pinellas County Line, South to MacDill AFB and East of I-275, and South to Davis Islands. The area is normally defined by Drew Park, Citrus Park, MacDill Air Force Base, Downtown, Keystone, and Lutz.
- **AREA 2 - Central.** North to Pasco County Line, West to I-275, South to Gibsonton Dr., and East to US 301. The area is normally defined by Temple Terrace, Tampa Palms, Palm River, parts of Gibsonton, and the University of South Florida.
- **AREA 3 - East.** North to Pasco County Line, West to US 301, South to Manatee County Line, and East to Polk County Line. Normally defined by Plant City, Ruskin, Wimauma, Seffner, Riverview, Thonotosassa, Sun City Center, Boyette, Valrico, Durant, Mango, and parts of Brandon.

HCPS may contract with up to three (3) assigned Maintenance Area vendors as “primary vendors.” The lowest and best Bid in each area shall be considered the primary contractor and may receive the largest volume of work. The next lowest and best Bid(s) may serve as backups if the primary contractor is not able to meet the required timeline and performance levels. Additionally, HCPS reserves the right to procure services from a backup contractor for the following reasons, without limitation:

- The Contractor cannot comply with the required timeline or performance level; or
- The Contractor is not in compliance with the required timelines of current or previous projects; or
- HCPS emergency; or
- It is in the best interest of the HCPS to do so.

4.2 COMMODITIES

4.2.1 Bid Only/Or Equal. Specifications in this solicitation may reference specific manufacturers’ products and list their model or part numbers, followed by the words “or equal,” or “approved brands.” Unless the words “only” or “No Substitutes” is used in place of “or equal,” these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is without express knowledge or intent to exclude other manufacturers’ products from consideration.

4.2.2 Unit of Measure. Unit of measure should be as stated on the bid response form/Pricing Sheet.

4.2.3 Stated Quantities. HCPS may provide stated quantities and amounts for the Bidder’s guidance only and does not guarantee quantities utilized during the agreement period. HCPS may base quantities and amounts on historical or projected needs for a specified period.

- 4.2.4 F.O.B. Destination.** Offered prices for all items shall be F.O.B. Destination and include all shipping charges to all HCPS locations. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by HCPS. If the goods supplied to HCPS are defective or do not conform to specifications, HCPS reserves the right to cancel the order upon written notice to the Contractor.
- 4.2.5 Deliveries.** HCPS shall provide payment for deliveries on a per order basis and delivery shall be to any point within Hillsborough County, Florida to a secure area or inside delivery, as requested by the school site.
- 4.2.6 Commodity Substitutions.** Commodity substitutions will only be considered when the manufacturer has discontinued the commodity or is frequently on backorder due to manufacturing shortages. The Contractor must provide an approved substitute, priced to not exceed the originally awarded price or the same discount rate. HCPS must issue written acceptance before the Contractor may ship the substitute item. The Contractor's request to offer substitute products for any item originally awarded on the Agreement shall be submitted in writing to Procurement Services along with the following documentation:
- Proof that the manufacturer has discontinued the item and that it is no longer available.
 - Complete technical specifications for the substitute product for consideration and approval.
- 4.2.7 Discontinued Commodities.** During the term of the contract, as commodities are discontinued, and a replacement is offered, the Contractor must notify Procurement Services at (813) 272-4374 with the replacement specifications and price. If Procurement Services and the end user's department approve the proposed substitute, HCPS will purchase the commodities for the remainder of the contract term, as needed.
- 4.2.8 Model Number Changes.** During the term of the contract, as commodities are updated with a newer/current model, the Contractor must notify HCPS' Procurement Services (813) 272-4374 of the new equipment specifications and price. If Procurement Services and, if applicable, the Safety and Risk Management Department.
- 4.2.9 Favored Nation Clause.** The Contractor agrees, based on comparable size and quantity, that the Contractor is providing HCPS with the same or better pricing than other organizations and governmental agencies. If during the term of the contract, HCPS identifies better pricing for the same item, the Contractor agrees to offer HCPS the reduced price.
- 4.2.10 Prices/Rates.** All prices/costs/fees/charges offered herein shall be firm against any increase for the initial term of the contract, unless mutually agreed or as stated otherwise in this solicitation or addenda. The Contractor shall bear sole responsibility to notify Procurement Services no less than sixty (60) days before any anticipated changes in prices. Any request for changes requires the submittal of bona-fide manufacturer's documents, including but not limited to Producer Price Index information, Consumer Price Index for the affected market, industry, goods, and/or manufacturer's price list for evaluation by HCPS. HCPS reserves the right to accept or reject within 30 (thirty) days after the request for a price change. HCPS will cease orders for items rejected for price change. If HCPS approves the requested price change, the price will remain firm for at least the remaining term, renewal term, or as stated in a written mutually signed document.

4.3 SERVICES

- 4.3.1 Rental Equipment.** . HCPS shall not authorize payment of invoices for rental equipment, owned equipment, or 'tools of trade.' HCPS shall not pay additional fees or charges for the use of vendors' owned equipment. If the vendor has to rent equipment, the bid price shall include all equipment needs. It is expected that the vendor(s) shall own all necessary equipment to complete the work described herein. Invoicing for rental equipment or 'tools of trade' will not be allowed. This is a 'turnkey service'; unit of measure (UOM) pricing shall incorporate all labor, equipment (owned or rented), materials, and incidentals in the price bid.

- 4.3.2 Materials Markup.** The Bidder may only bid a maximum price of cost-plus fifteen percent (15%) for materials. The parties shall approve cost-plus pricing for unspecified miscellaneous items. The Contractor must provide supporting documentation for said items. The Contractor shall limit this approach to unforeseen goods and services, which should account for a small percentage of purchases for the contract. HCPS may request additional evidence to identify reasonable charges.
- 4.3.3 Materials.** HCPS will pay only for actual quantity of materials installed.
- 4.3.4 Premium or Weekend Rates.** HCPS will not pay any premium for weekends or holidays unless approved in writing prior to the provisions of services.
- 4.3.5 Travel Time/Call Out Fees.** HCPS will not pay for call-out fees or travel time to and from the work site or any travel made during lunch breaks as evidenced by the sign-in/sign out sheet, see Attachment B: HCPS Contracted Services Daily Verification Form (CSDVL).
- 4.3.6 Quote Fees.** HCPS will not pay for quotes, estimates, or estimator fees.
- 4.3.7 Minor Consumables.** The submitted rates shall be inclusive of minor consumables. HCPS will not provide separate payment for these items. Minor consumables or items listed under the hourly rate are NOT eligible for reimbursement or percentage markup. The cost for these items will be inclusive to the submitted hourly rates. Any discounts offered with the bid will remain firm for the term of the agreement.

4.4 PRICE SHEET

HCPS may provide the Response Form as a separate Microsoft Word or Excel file. The Bidder must submit the Response Form in the same format or as requested below. HCPS may deem the bid as “non-responsive” for failure to comply with this provision.

All prices/rates offered must include all labor, supervision, equipment, travel, charges, and any other incidentals to complete the solution, application, or service. Labor categories shall be cost per hour, either all-inclusive or cost per position (director, technical architect, project manager, etc.).

- 4.4.1 ☐ Statement of Work or Quote.** The Bidder must supply Statement of Work or Quote for Services (including timeline and payment information). The Statement of Work (SOW) or quote for services, as applicable, shall describe the framework within which the Contractor is expected to operate — that is, the services to be performed and/or the results to be achieved. The SOW should contain the following elements:
- Introduction & Background identifies the need for the work, cites the contract’s goals, describes the location of the work, and identifies how the contract work fits into the project/program’s mission and goals.
 - Objectives are well-defined statements of the results to be achieved for the overall mission of the work to be accomplished. They should be quantifiable criteria that must be met for the work to be considered successful.
 - Scope gives a brief description of what the work does and does not cover. It should be limited to what is necessary to convey the intent of the contract. It may include an outline of the extent of the services, a brief overview of the steps of the project, a brief description of the methodology used, and a description of the location of the work.
 - Tasks are activities and milestones to accomplish the contract’s objectives. The Bidder may structure the work using milestones, deliverables, or processes. The following may be part of this section.
 - Time Frame and Deliverables specifies timeframes applicable to the completion of tasks, milestones, and/or completion of the contract and states what the Contractor is responsible for delivering during and after the end of the project, as applicable.
 - Associated Costs specifies costs associated with all required tasks, including rates (hourly/flat) and fees (e.g. for travel, materials & supplies, and miscellaneous expenses).

- Signatures from Involved Parties should require signatures from HCPS and the Contractor, including titles/positions and date.

4.4.2 The Bidder must provide a HCPS provided MS Excel spreadsheet with all applicable pricing and rates and submit via VendorLink.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS ORGANIZATION, UPON ACCEPTANCE BY HCPS OR AWARD BY THE SCHOOL BOARD, SHALL COMPLY FULLY WITH THE REQUIREMENTS IN THIS SOLICITATION.

Vendor's Name

Print Name

Title

X

Signature

Date

[INTENTIONALLY BLANK]

5 SMALL BUSINESS ENCOURAGEMENT PROGRAM (SBEP)

Per School Board policy 6320.02 - Supplier Development-Small Business Encouragement Program, [6320.02 - Supplier Development | Hillsborough County Public Schools](#), The School Board is committed to doing business with contractors, vendors, and other suppliers who reflect the growing range of small businesses in our community. It is the policy of the Board to advocate and encourage small business utilization through the Office of Supplier Development's Small Business Encouragement Program (SBEP). SBEP seeks to identify and enable the participation of any certified small local businesses in every aspect of the Board's procurement activities.

The Small Business Encouragement Program (SBEP) is gender/race neutral and is open to any certified small, local business that meets the eligibility requirements as outlined by the designated certifying agencies approved by the Office of Supplier Development (OSD).

The Board's expectation is that a minimum reinvestment of 20% of the district's net eligible expenditures will be spent with identified certified small businesses located in the Tampa Bay area, as defined as part of the Tampa Standard Metropolitan Statistical Area.

5.1.1 The Office of Supplier Development (OSD): The Office of Supplier Development (OSD) registers locally certified small businesses that wish to participate in Hillsborough County Public Schools' (HCPS) Small Business Encouragement Program (SBEP). The SBEP serves as a tool to measure HCPS's engagement with certified small local businesses in the Tampa Bay area.

To support this initiative, HCPS encourages its contractors to utilize businesses registered with the OSD, thereby contributing to the District's small business reinvestment goals. HCPS expects the participation of OSD-registered SBEP trade partners in the delivery of goods and services. When third-party agreements are necessary to fulfill contract requirements, HCPS recommends selecting trade partners who are registered with the OSD under the SBEP.

It is important to note that only companies that are both locally certified as small businesses and meet the criteria of the SBEP are eligible for participation and/or recognition under the program. A searchable directory of registered vendors is available at: [OSD's SBEP Vendor Directory](#). HCPS will only accept vendors listed as registered SBEP participants on this website.

Bid Submission Requirements:

Bidders must include a copy of their SBEP registration certificate issued by the Office of Supplier Development with their bid submission. Bidders must clearly indicate whether and how third-party vendors will be incorporated into the contract.

If a bidder intends to utilize OSD-registered SBEP trade partners as secondary or tertiary subcontractors, supporting documentation must be provided. This information will become part of the executed contract with HCPS, and the contractor agrees to submit regular updates as mutually agreed upon with the OSD Supplier Development Officer.

5.1.2 Subcontractors. The Contractor, as the prime contractor, is solely responsible for all actions taken by its subcontractors and shall bear all liability for the actions of subcontractors under the contract. HCPS must pre-approve each subcontractor and must follow all the Contractor's requirements herein. All rules and requirements applicable to the Contractor shall apply to all HCPS approved subcontractor(s). The subcontractor includes any organization whom the Contractor utilizes for the provision of goods and services subject to the contract. The Contractor must notify HCPS for prior approval as to the use of any subcontractor.

- (1) **Subcontractor Participation:** The Proposer must identify SBEP utilization expenditures to the HCPS OSD registered SBEP subcontractor(s) that perform a function in the provision of goods or services in the Proposal. Subcontractor(s) must identify whether they enter second-tier subcontracts with an SBEP sub-contractors to ensure completion of work.

5.1.3 OSD Contacts: Proposers may contact the OSD for additional information:

Office of Supplier Development
4901 E. Dr. Martin Luther King, Jr. Boulevard Tampa, FL 33605
T: (813) 635-1240
Email: OSD@hcps.net

5.1.4 Small Business Encouragement (SBE) Program Eligibility

Each business registering as a Small Business Encouragement Program (SBEP) Trade Partner must meet the eligibility requirements as outlined by the designated certifying agencies approved below.

- [City of St. Petersburg](#)
- [City Of Tampa](#)
- [The Florida Business Council \(FSMSDC\)](#)
- [Hillsborough County](#)
- [Pinellas County](#)
- [State of Florida Certification](#)
- [U.S. Small Business Administration \(SBA\)](#)

5.1.5 SBEP Letter of Intent. The Contractor (vendor who will receive payment(s) directly from HCPS) must identify SBE utilization expenditures to HCPS' OSD-certified SBEP registered subcontractor(s) that perform a function in the provision of bid goods and services. Subcontractor(s) must identify whether they enter second tier subcontracts with an HCPS SBEP sub-contractors to ensure completion of work.

With respect to the proposed subcontract(s) described below, the Contractor promises to compensate the undersigned **SBEP(s) (%)** percent of the TOTAL dollar value of this bid or commensurate with actual dollars to be paid by HCPS. A Bidder who claims to utilize HCPS SBEP vendors must sign, below, and list the i) names of all proposed SBEP subcontractors, ii) contact information, and (iii) description of the goods and services to be provided. The parties understand that they will enter into a formal agreement for the goods and services listed herein upon award to the Contractor by the Board or HCPS.

TO BE SIGNED BY EACH IDENTIFIED SBE SUBCONTRACTOR: THE UNDERSIGNED IS CURRENTLY AN OSD- REGISTERED SBE WHO IS PREPARED TO PERFORM THE DESCRIBED PROVISION OF THE GOODS AND SERVICES RELATING TO THIS SOLICITATION. THE SUBCONTRACTOR UNDERSTANDS THAT SERVICES ARE PROVIDED ON BEHALF OF THE CONTRACTOR. HCPS IS NOT RESPONSIBLE FOR ANY REMUNERATION ON THE BEHALF OF, OR MONIES OWED BY THE CONTRACTOR.

Name of Bidder/Contractor

Percentage (%) of Total Contract Dollars to Subcontractor, Below.

SBE Subcontractor Name (A copy of the SBE OSD certificate must be attached).

Contact Name and Address

Telephone

Description of Commodities and Contractual
Services

Name of SBE Vendor Representative

Phone Number

x

Signature of Authorized SBE Representative

Email Address

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6 APPENDIX A: INSURANCE & INDEMNIFICATION REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of the contract and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

6.1.1 Workers' Compensation and Employers' Liability. The Contractor must comply with all requirements of the State of Florida Division of Workers' Compensation. The Workers' Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy) shall be as required by Ch. 440, F.S. Coverage shall be for all its employees connected with the services of the contract. Unless insured by the Contractor, the Contractor shall require its subcontractors similarly to provide Workers' Compensation Insurance for all subcontractor employees. THE CONTRACTOR, IF EXEMPT BY THE STATE OF FLORIDA, MUST PROVIDE PROOF OF EXEMPTION (UNLESS A SOLE PROPRIETOR OR PARTNERSHIP).

Employers' Liability/Accident.	\$100,000
Disease Policy Limit.	\$500,000
Disease Each Employee.	\$100,000

6.1.2 Commercial/General Liability Insurance (Occurrence Form Only). The Contractor must submit a certificate of insurance for Contractor/subcontractors showing the coverages below. Hillsborough County Public Schools, 901 East Kennedy Boulevard, Tampa, FL 33602, its Board members, officials, employees and volunteers are to be covered as an additional insured in respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobile owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to HCPS, its officials, employees, or volunteers.

COMMERCIAL GENERAL LIABILITY - Occurrence Form Only	Projects < \$1 million	Projects > \$1 million
General Aggregate.	\$1,000,000	\$2,000,000
Each Occurrence.	\$500,000	\$1,000,000
Products/Completed Operations Aggregate.	\$500,000	\$1,000,000
Personal and Advertising Injury.	\$500,000	\$1,000,000
Damage to Rented Premises [Fire Legal Liability].	\$50,000	\$50,000
Medical Payments.	\$5,000	\$5,000
General Aggregate.	\$1,000,000	\$2,000,000
Each Occurrence.	\$500,000	\$1,000,000

6.1.3 Business Automobile Liability Insurance. A Contractor who utilizes automobiles that stay on public roads and parking lots only must have insurance as required by the State of Florida to operate on public roadways. Automobile operation anywhere else on HCPS property requires the below listed insurance. This coverage shall be an "Any Auto" form policy. Hillsborough County Public Schools, 901 East Kennedy Boulevard, Tampa, FL 33602, its board members, officials, employees and volunteers are to be covered as an additional insured in respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobile owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to HCPS, its officials, employees, or volunteers.

Coverage must be afforded under a per occurrence from policy for limits not less than:	Not Transporting Students/Employees	Transporting Students/Employees
Bodily Injury [per person/per accident].	\$500,000	\$1,000,000
Personal Injury Protection (No Fault).	\$10,000	\$10,000
Property Damage.	\$500,000	\$1,000,000
Hired – Non-Owned Liability.	\$500,000	\$1,000,000
Medical Expense.	\$5,000	\$5,000

Combined Single Limit [in lieu of above split limits].

\$1,000,000

\$5,000,000

6.1.4 Professional Liability and/or Errors and Omissions Liability Insurance. ☐ If box is checked. Claims Made, Professional (E&O) Liability must be afforded for:

Bodily Injury.	\$ 1,000,000
Property Damage.	\$ 1,000,000
Policy Aggregate.	\$ 1,000,000

6.1.5 Pollution Liability Insurance. ☐ If box is checked. When this agreement includes the pick-up, transportation and/or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms). Occurrence or Claims Made, Pollution Liability must be afforded for:

Bodily Injury:	\$ 1,000,000
Property Damage:	\$ 1,000,000

6.1.6 No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

6.1.7 Indemnification. The Contractor agrees to indemnify, hold harmless, and defend HCPS, its agents, servants, and employees servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCPS, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the goods and services furnished by the Contractor, its agents, servants, or employees; the Contractor's equipment, its agents, servants, or employees while such equipment is on premises owned or controlled by HCPS; or the negligence of the Contractor or the negligence of Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including HCPS's property, and injury or death of any person whether employed by the Contractor, HCPS or otherwise.

6.1.8 Indemnification (Copyright Infringement). The Contractor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits and proceedings, and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by the Contractor of any third party trade secret in connection with any of the foregoing.

6.1.9 The Patient Protection and Affordable Care Act. The Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent Contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the contract who spends more than 30 hours per week on average performing services for HCPS. Except as expressly provided herein, the Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent Contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the contract. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on the Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA compliant minimum essential

coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent Contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the contract.

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