



SUBMIT BIDS TO:

SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT

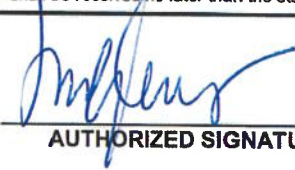
925 Center Street
Green Cove Springs, Florida 32043

INVITATION TO BID

Acknowledgement Form

Page 1 of 25 Pages	BID WILL BE OPENED AT: 2:00 P.M., July 17, 2018 and may not be withdrawn within 90 days after such date and time.	ITB NO. 18-SCH-89
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POSTING TIME & DATE 10:00 A.M. June 5, 2018	PURCHASING DEPARTMENT REPRESENTATIVE Bertha Staefe, Supervisor of Purchasing Email: Bertha.Staefe@myoneclay.net	BID TITLE LASER PRINTER - COST PER PRINT PROGRAM COUNTY-WIDE
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VENDOR NAME SUN PRINT MANAGEMENT	"NO BID" REASON FOR NOT SUBMITTING BID To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated bid opening date and hour.
VENDOR MAILING ADDRESS 110N. WARD ST.	 AUTHORIZED SIGNATURE (MANUAL) MARK C. JONES AUTHORIZED SIGNATURE (TYPED or PRINTED) SENIOR VICE PRESIDENT TITLE
CITY-STATE-ZIP TAMPA, FL 33607	
TELEPHONE NUMBER: (800) 824-8188	
FAX NUMBER: (727) 945-9251	
EMAIL ADDRESS: NSMITH@SUNPRINTMANAGEMENT.COM	

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in ITB, and any released Addenda and understand that the following are requirements of ITB and failure to comply will result in disqualification of bid submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

SEALED BIDS: All Bid sheets, requested documents, and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the bid number, date and time of the bid opening and the company name. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to Bid being considered Non-Responsive.

SIGNATURE REQUIRED CHECKLIST: Documents shall be submitted with Bid <input checked="" type="checkbox"/> INVITATION TO BID ACKNOWLEDGEMENT FORM (Page 1) <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 9) <input checked="" type="checkbox"/> BID SPECIFICATIONS / BID TENDER FORM (Page 13) <input checked="" type="checkbox"/> DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 18) <input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 19) <input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 20) <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION...(Page 21) <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 22) <input checked="" type="checkbox"/> BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 23)	SUBMITTAL REQUIRED CHECKLIST: Documents submitted with Bid or within 24 hours upon request. <input checked="" type="checkbox"/> RESUME AS SPECIFIED IN BID (Page 15) <input checked="" type="checkbox"/> QUARTERLY SUMMARY STATEMENT SAMPLE (Page 16) <input checked="" type="checkbox"/> INVOICE SAMPLE (Page 17)
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GENERAL CONDITIONS

SEALED BID REQUIREMENTS: The terms School Board of Clay County, Florida ("SBCC", "School Board") and Vendor ("Bidder", "Contractor") shall be used interchangeably throughout this document. Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board and enter information only in the spaces where a response is requested. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bidders may use an attachment as an addendum to the bid if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein, on the attached bid documents, and on any Addenda issued thereto.

BID SUBMITTED: Completed bid shall be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids shall be time stamped in SBCC Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 925 Center Street, Green Cove Springs, Florida 32043. Bids submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBCC to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF BID: Bid shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All bids shall be completed in ink or typewritten. Use of erasable ink is not permitted.

If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBCC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on the bid form. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not

comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples shall be delivered to SBCC Purchasing Department, 925 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. The SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; 3) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all bids or waive any minor irregularity or technicality in bids received; and 5) when it is determined there is no competition to the lowest responsible bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this ITB is cautioned not to provide goods and services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The SBCC is not obligated to pay invoices for the provision of goods or services for which the SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the SBCC. All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the state court located in Clay County, Florida.

BID OPENING: All bids shall be received no later than the date and time specified on the document. All bids received after that time shall not be considered. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bid files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of their bid is confidential and exempt, bidder shall identify, in writing, the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://www.oneclay.net/domain/5052>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage

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resulting from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a SBCC purchase order number shall be submitted for payment to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a bid, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

BID BONDS / PERFORMANCE BONDS: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be 100% asbestos free. It is desired that all building materials, pressed boards and furniture supplied to SBCC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: Pre-award inspection of the contractor's facilities may be made prior to award of contract. SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: In the event of a conflict between the documents, the order of priority shall be as follows:

- > Addenda released for this ITB, with the latest Addendum taking precedence, then;
- > The ITB; then
- > Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this bid for the period of time necessary for SBCC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

ASSIGNMENT: Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any

GENERAL CONDITIONS

SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED BID: In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this bid/contract for three (3) years after SBCC makes final payment and all other pending matters closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a bid any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the SBCC.

GOVERNING LAW: This ITB, any award(s) resulting from this ITB, and all transaction from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5): With the consent and agreement of successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after SBCC Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.

b) All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465,467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

GENERAL CONDITIONS

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees/sub-contractors and the SBCC may require the Contractor to remove an employee/sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractors and all their employees shall be in accordance with Jessica Lunsford Act. Each employee/sub-contractor of contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on SBCC property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten working days following the filing of Notice of Protest. Any person who files an action protesting this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. Bid Tabulation / Recommendation of Award shall be posted online at oneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 925 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about July 24, 2018. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and

all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This Indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying Bid constitute an offer from the bidder. If any or all parts of the Bid are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

SPECIAL CONDITIONS

It is the intent of the School Board of Clay County to establish a **three (3) year firm fixed price contract** that shall provide a District-wide, full coverage, **"LASER PRINTER - COST PER PRINT PROGRAM"** as specified herein for the period **October 22, 2018 through October 21, 2021**. The SBCC reserves the right to renew this bid for additional contract period upon mutual agreement, in writing.

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL PRICING for ALL PARTS (1-3), ALL CATEGORIES (1-7) and submit on the BID SPECIFICATIONS/BID TENDER FORM. Vendor shall supply the District with all categories of laser printers requested and hold pricing for contract period. All supplied printers shall support remote management required to obtain page counts without SBCC labor to perform polling. Quantities listed are best estimates and in no way represent guaranteed quantities.

Bid pricing shall be a single price per print page for all laser printers in Part 1 and Part 2, and Hourly Rate, Percentage Discount, Delivery time frame for Part 3. Bid award shall be based on the lowest, most responsive, responsible, qualified bidder meeting specifications per PART 1 PRICE PER PRINT. Part 2 and Part 3 pricing and all other information requested are required. Award shall be determined solely by the SBCC, based on what is in the best interest of the SBCC after evaluating all Bids. The manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in this bid are for information and not intended to limit completion. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any Category. Refer to General Conditions, Page 2, Section **"MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS"** in reference to bidding equivalent printers. All unit pricing for all PARTS/CATEGORIES shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. The SBCC shall have full authority regarding whether pricing is unreasonable or not and to reject any and all bids or waive any minor irregularity or technicality in bids received as to whatever is in the SBCC best interest.

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$240,000.00 in total for contract term, excluding renewal options. This is only an estimate and actual volume could vary up or down. The SBCC shall not be held responsible if actual purchases are less than this amount. The SBCC reserves the right to increase or decrease all estimated quantities during the term of this contract without affecting the bid pricing and terms.

When performing services as requested in this bid, Contractor shall provide:

- On-Time Transportation and Delivery
- All Labor and Supervision
- Equipment, Supplies, Material and Necessary Tools
- Removal of debris and Site clean-up upon completion

Contract shall include all School Board facilities in Clay County. A list of designated schools is included in Exhibit A (page 24). Upon written notification to the Contractor, locations shall be added, or deleted, at the sole discretion of the School Board.

The Purchasing Department shall issue blanket purchase orders that shall cover the cost of services specified herein. An invoice for payment shall be submitted, along with the appropriate documentation specified in the Specifications Section (page 11). **Payment of invoice shall not be made until all documentation has been received and approved by SBCC Representative(s).** Invoice payment shall be made according to the "Local Governmental Prompt Payment Act", Florida Statutes Chapter 218.

The SBCC Representative(s) shall have the authority to stop work at any time if work is not in compliance with the specifications. The SBCC shall by written notice to the contractor terminate this contract if the contractor has been found to have failed to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications. Failure of the contractor shall give the SBCC the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such

SPECIAL CONDITIONS

default or breach of contract. The SBCC shall cancel the contract upon 90 days written notice for reasons other than cause.

The following provisions shall apply:

- The contractor shall, at their own expense take precautions to protect life and property, and shall be liable for all damages incurred by way of their actions or neglect of that of their employees.
- Contractor shall conduct their work so as to interfere as little as possible with the operation of the School/Facility and shall adhere to all noise abatement performance standards.
- For all projects where work is to be accomplished on evenings, weekends or during holiday periods, SBCC Representative(s) shall be made available at the site to enable Contractor access to the facility. All such work of this nature is to be coordinated and authorized through the SBCC Representative(s).
- Until acceptance of the work by the SBCC Representative(s), the project shall be under the charge and care of the Contractor and the Contractor shall take every precaution against injury or damage to School Board property. In the event such injury or damage has occurred, the Contractor shall rebuild, repair or make good at their expense, while at the job site, and prior to SBCC Representative(s) acceptance.
- Work is to be completed in a timely manner with Project Time Lines done on job by job basis by mutual agreement between SBCC Representative(s) and Contractor. Repeated lack of completion based upon a number of days to complete shall be cause for termination of this contract. No charges shall be allowed for equipment down time lost due to equipment failure.
- Follow up or call back work, to correct recent work, SHALL NOT be charged to the SBCC if the work is the result of the Contractors negligence.

Bidder shall submit Resume listing service qualifications with bid package or within 24 hours upon request. Failure to do so shall cause for bid rejection. (Attachment B)

At minimum, resume shall include:

1. Length of time bidder has been in the laser printer service business under same business name.
2. A list of at least three clients (school or government entities preferred), who may be contacted for comment. Include their estimated yearly contract dollar amounts.
3. Bidder shall supply documentation to assure capability to perform service according to bid specifications and total number of trained staff available for this bid.
4. Main service locations address (Site inspection per page 3 of bid).
5. All other pertinent data related to service qualification (i.e. service certifications, training, certificates).

The successful bidder shall furnish, prior to commencement of performance under this contract, to the SBCC Purchasing Department, certificate(s) of insurance which clearly indicate the insurance coverage required below have been obtained:

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE: Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. **Insurance certificate(s) reflecting the required coverage's shall be submitted to the SBCC Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from vendor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured with regards to Bid # 18-SCH-89.**

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>	<u>Personal Injury</u>
- Each Occurrence \$1,000,000.00	- Each Occurrence \$1,000,000.00	-Annual Aggregate \$1,000,000.00
- Annual Aggregate \$2,000,000.00	- Annual Aggregate \$2,000,000.00	
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment		

SPECIAL CONDITIONS

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

<u>State</u>	<u>Employer's Liability</u>
- Statutory	- Per Accident \$100,000.00
	- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>
- Each Person \$1,000,000.00	- Each Occurrence \$1,000,000.00
- Each Occurrence \$1,000,000.00	
- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000)	

NO PAYMENTS shall be made until approved Insurance Certificate is received by SBCC.

WARRANTY: The contractor warrants that the work, including equipment and materials provided, shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects or errors. Unless stipulated otherwise in this bid, if the contractor is notified in writing of a fault, deficiency or error in the work provided within one (1) year from completion of the work, the contractor shall, at the School Board's option, either re-perform such portions of work to correct such fault, defect or error, at no additional cost to the School Board, or refund to the School Board the charge paid which is attributable to such portions of the faulty, defective or erroneous work, including the costs for re-performance of the work provided by contractors.

Bids shall be submitted on the enclosed BID SPECIFICATIONS/BID TENDER FORM. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Any such modifications or alterations that a contractor wishes to propose must be clearly stated in the contractor's proposal response and presented in the form of an addendum to the original bid documents. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.

Sealed bids shall be received by the Purchasing Department, until 2:00 P.M., July 17, 2018. The public opening shall acknowledge receipt of the bids but details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, e-mail or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

Questions on Bid shall be in writing to Bertha Staefe, Supervisor of Purchasing sent via email to bertha.staefe@myoneclay.net

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be

SPECIAL CONDITIONS

considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

Do you accept payment via credit card?

YES NO



OTHER _____

If yes, is there a charge to the School Board? YES NO

July 12, 2018

AUTHORIZED SIGNATURE OF BIDDER

DATE

(INTENTIONLLY LEFT BLANK)

BID SPECIFICATIONS

The vendor shall provide Vendor Owned Networkable Laser Printers, All Parts, All Labor and All Supplies to include Toner for each Laser Printer throughout the District on an "as needed basis" determined by the School Board. The contract shall include all School Board facilities in Clay County. A list of all facilities is included in Exhibit A with Map as Exhibit B. Printers and/or Locations shall be added, or deleted, at the sole discretion of the School Board.

The Purchasing Department shall issue vendor multiple blanket purchase orders as requested by Schools and Departments to cover the cost of services specified herein for their location, to include the price per print for current printer(s) and/or new printer(s) ordered throughout the School Board Fiscal Year (July 1 – June 30). Vendor shall be required to deliver printer(s) to specified location on purchase order within 8 business days after receipt of purchase order. Vendor Representative(s) shall install printers at location.

PRINTERS: Printers shall be new or recently refurbished and shall meet all bid specifications. Refer to General Conditions, Page 2, Section "MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS" in reference to bidding equivalent printers. Printers shall perform properly with number four (4) grade, 20-lb. basis paper. Printers shall have a guarantee "up-time" of at least ninety five (95) percent (see maintenance/service). If an awarded printer model is discontinued the vendor shall supply the replacement printer model at the same price per print. The School Board reserves the right to add printer options during contract period when agreeable in writing by both parties.

PARTS/SUPPLIES: Parts and Supplies, including toner cartridges, may be OEM, non-OEM or remanufactured but shall perform properly in accordance with manufacturer and industry standards. At their discretion, vendor shall have all "spent" toner cartridges made available to them for recycling. Vendor shall supply, in advance, all necessary supply and expendable items that might be required to operate the equipment for an estimated two (2) month minimum period. These "on-hand" supplies shall be delivered to school/department site at no cost to the School Board and be made available for the duration of the contracted period.

MAINTENANCE / SERVICE: Maintenance and Service is necessary to insure printers are in good operating condition and shall be in accordance with all manufacturers' guidelines, including replacement of parts which have broken or worn out through normal use. School Board personnel shall not be required to perform any maintenance/service. Maintenance/service shall be provided during School Board normal business hours Monday through Friday excluding District holidays. Vendor shall be required to supply a local or toll free telephone number, which shall be made available to all schools and departments in order to facilitate their service and supply needs. Service calls (except for Category 4 printers) shall be responded to within eight (8) working hours after notification unless school/department office hours prohibit. If a printer is going to be out-of-service for more than eight (8) working hour's vendor shall be requested to supply a loaner laser printer, with comparable features, at no additional cost. Due to the importance of materials printed on the Category 4 (High Volume) printers maintenance/service shall be responded to within four (4) working hours after notification unless school/department office hours prohibit. If any Category 4 printer is down more than four (4) hours a replacement unit shall be provided at no extra cost. It is strongly recommended that standby equipment be provided at each school/department site to give School Board employees the ability to replace broken equipment, thereby reducing down time. Specifically excluded from this maintenance/service contract are repairs as a result of misuse, abuse, power surges or "Acts of God". In such cases, vendor shall submit written documentation of estimated repair costs prior to any work being done. It shall be solely at the School Board discretion whether or

BID SPECIFICATIONS

not any repairs are to be made. In addition, any charges resulting from contract exclusions shall be invoiced using pricing in Part 3 on the Bid Specifications/Bid Tender Form.

NOTE: The first two (2) months of the school year are high call/ticket periods, therefore vendor shall staff representatives accordingly to accommodate volume as per the bid specifications.

A service history log shall be kept on each printer and maintained by the vendor. At a minimum, service history log shall include: date, printer page count and nature of repair/service visit. Upon request all pertinent service records shall be made available to School Board Representative(s).

The School Board shall make every effort to insure that all printers fit the intended application and are directly related to the average quarterly print volume produced at that site. Should the vendor or the School Board become aware of any site where a printer is being regularly overused, the vendor may recommend an upgrade of the equipment. There shall be mutual agreement between the vendor and School Board or their designee as to which equipment shall serve as the replacement.

BILLING/INVOICE/STATEMENT: Prints made during the quarter shall be billed at the contracted cost-per-print rate with the print reading taking place on approximately the last working day of that quarter. It shall be the vendor's responsibility to obtain quarterly print readings by means of remote management. Billing shall be adjusted for prints deemed unacceptable due to printer or supply malfunctions. The number of unacceptable prints shall be agreed upon and verified by a Vendor Representative and a School Board Representative(s).

The vendor shall provide a Quarterly Summary Statement to Information Technology Services in a sortable and downloadable format inside of a billing portal that is agreed upon by both parties. Digital Format shall include school/department identification with building and room number, printer identification, printer model, beginning and ending print count, number of prints billed and date counts were taken.

In an attempt to capture printers that are not attached to the network, any printer that registers a zero or minimal usage shall be highlighted and noted on quarterly billing. Invoice payment will be made according to the "Local Governmental Prompt Payment Act", Florida Statutes Chapter 218.

Bidder shall submit with bid package or within 24 hours upon request a detailed sample of a Quarterly Summary Statement (Attachment C) and Invoice (Attachment D) so the School Board can adjust the format as to what meets School Board needs. It is recommended that the bidder provide input as to how the School Board can associate a printer to a particular classroom.

CONCLUSION: At the conclusion of this contract there shall be a phase-in/phase-out period between the successful current vendor on this contract and the successful future vendor under the new contract. All installations and removals shall be coordinated between School Board Representative(s), successful current vendor and successful future vendor during the four (4) month phase-in/phase-out periods. The current vendor shall not remove any equipment until the School Board notifies them that the future vendor has equipment ready to install. All terms and conditions shall remain the same during this phase-in/phase-out period. Down-time between removal and replacement of any given unit shall not exceed twenty-five hours. Liquidated damage compensation amount shall be based on reasonable alternative printing costs. This amount shall not exceed one minimum quarterly amount for every twenty-four (24) hour period per machine, per location.

BID SPECIFICATIONS / BID TENDER FORM

This is an ALL OR NONE Bid. To be considered responsive, vendor shall respond to ALL PRICING and ALL PARTS (1-3), ALL CATEGORIES (1-7) and submit on the BID SPECIFICATIONS/BID TENDER FORM. Vendor shall supply the District with all categories of laser printers requested and hold pricing for the contract period. All supplied printers shall support remote management required to obtain page counts without SBCC labor to perform polling. Quantities listed are best estimates and in no way represent guaranteed quantities. Bid pricing shall be a single price per print page for all laser printers in Part 1 and Part 2, along with pricing for Part 3. Bid award shall be based on the lowest, most responsive, responsible, qualified bidder meeting specifications per PART 1 PRICE PER PRINT. Parts 2 and 3, pricing and all other information requested are required. Award shall be determined solely by the SBCC, based on what is in the best interest of the SBCC after evaluating all Bids. However, all unit pricing for all PARTS shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. The SBCC shall have full authority regarding whether pricing is unreasonable or not and to reject any and all bids or waive any minor irregularity or technicality in bids received as to whatever is in the SBCC best interest. **Refer to General Conditions, Page 2, Section "MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS" in reference to bidding equivalent printers. If submitting an equivalent printer complete ATTACHMENT A, on Page 14.**

PART 1 - BLACK-AND-WHITE LASER PRINTERS

Category	Minimum Specification Requirements	Unit Qty estimate	Make (Manufacturer's Name)	Model (Product Number)
1 Low-Mid Volume	HP LaserJet Pro M402dn	1550	HP	M402dn M426*
2 Mid Volume	HP LaserJet Pro M506dn	35	HP	M506dn M521* E82540*
3 High Volume	HP LaserJet M605dn	50	HP	M608dn M527* E82550*
4 High Volume	HP LaserJet M608dn	10	HP	M608dn M631* E82560*
PART 1 - PRICE PER PRINT For Printers in Categories 1-4				<u>\$0.01</u>

BID SPECIFICATIONS / BID TENDER FORM

PART 2 - COLOR LASER PRINTERS

Category	Minimum Specification Requirements	Unit Qty estimate	Make	Model(s)
5 Low Volume	HP LaserJet Pro M452dn	35	HP	M452dn M477* E87640*
6 Mid Volume	HP LaserJet Pro M551dn	20	HP	M553dn M577* E87650*
7 High Volume	HP LaserJet Pro M652dn	5	HP	M653 M681* E87660*
PART 2 - PRICE PER PRINT For Printers in Categories 5-7			Mono	<u>\$0.02</u>
			Color	<u>\$0.08</u>

PART 3 - FOR MISUSE, ABUSE, POWER SURGES OR ACTS OF GOD

Manufactures price list shall be available within 24 hours upon request. Vendor will be allowed to update price list quarterly. However, Hourly Rate and Percentage (%) Discount shall remain firm for contract period.

Hourly Rate: \$ 100.00

Percentage (%) Discount: 57%

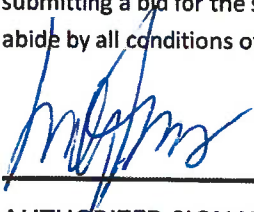
Number of days for start of delivery after receipt of purchase order: 10 days

Extend discount to other Government Entities in the State of Florida YES NO

Extend discount to other Government Entities in Clay County, Florida YES NO

NOTE: ALL BID SHEETS, PAGES 1-25 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

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



July 12, 2018

AUTHORIZED SIGNATURE OF BIDDER

DATE

ATTACHMENT A- VARIATION(S) BID

Note ALL Variation(s) to Bid Documents:

1. What was Specified:

Part 1 – Black and White Laser Printers. Pricing to be a single price per print.

What is proposed:

We are providing a "Volume Guidance".

<u>PART 1 - BLACK-AND-WHITE LASER PRINTERS (MFP version)</u>				
Category	Minimum Monthly Volume Commitment	Make	Model (MFP)	Mono Cost Per Page
1	2,900	HP	M426	\$0.01
2	5,500	HP	M521	\$0.01
3	8,000	HP	M527	\$0.01
4	16,000	HP	M631	\$0.01

Reasoning:

To assist the end user in determining the proper size device to order for their particular volume requirements.

2. What was Specified:

Part 2 – Color Laser Printers. Pricing to be a single price per print.

What is proposed:

Color printer monthly base charge and two cost per pages (mono and color) like you currently have.

<u>PART 2 - COLOR LASER PRINTERS</u>					
Category	Make	Model	Monthly Base Charge	Mono Cost Per Page	Color Cost Per Page
5	HP	M452dn	8.00	\$0.02	\$0.08
6	HP	M553dn	14.00	\$0.02	\$0.08
7	HP	M653dn	19.00	\$0.02	\$0.08

Reasoning:

Color printers have a higher cost to purchase and operate.

ATTACHMENT A- VARIATION(S) BID

3. What was Specified:

Part 1 Black and White Laser Printers and Part 2 Color Laser Printers

What is proposed:

As an option, we are providing the ability to select the multi-function version of the models proposed in Part 1 and Part 2. These models are identified with an asterisk in the pricing chart. The monochrome models will require a monthly minimum volume commitment. The color models will require a monthly base charge.

Reasoning:

Multi-function devices have become a popular request and will provide the SBCC with an option for additional savings by consolidating devices currently used for scan, fax or copy all into one device.

4. What was Specified:

Part 1 Black and White Laser Printers and Part 2 Color Laser Printers

What is proposed:

On all legacy Sun Print devices currently in place with SBCC we are offering to lower the current cost per page to \$.0097 per page.

Reasoning:

We are offering SBCC additional savings on current legacy devices.

ATTACHMENT B – RESUME AS SPECIFIED IN BID



Sun Print Management Resume

1. Our company has been in the laser printer business since 1993 and originated under the company name Suncoast Toner. In 2006, we changed our name to what it is today, Sun Print Management.

2. Current Clients

- St. Petersburg College
Number of Locations: 11
Number of managed devices: Approximately 800
Annual contract value: \$125,000 per year
Contact: Marsha Eubank
(727) 341-3308
Eubank.marsha@spcollege.edu

- City of Clearwater
Number of Locations: 25 different departments
Number of managed devices: Approximately 160
Annual contract value: \$145,000 per year
Contact: Jeffrey Nolan
(727) 562-4677
Jeffrey.nolan@myclearwater.com

- Florida Hospital
Number of Locations: 10 different hospitals
Number of managed devices: Approximately 1,100
Annual contract value: \$850,000 per year
Contact: Karim Veerjee
(813) 615-7479
Karim.veerjee@ahss.com

3. Service Capability

Please see attached HP Platinum partnership certificate. HP's Platinum level partnership is one of the highest levels of partnership a dealer can attain. This partnership gives Sun Print Management access to all of HP's industry leading technology, solutions and support. We have HP dedicated technical support for any required pre and post-sale requirements. Sun Print utilizes HP to insure our service team is consistently trained on the latest products, updates and solutions. Our service team is required to complete all product certifications to insure they are prepared to deliver exceptional service. For SBCC, Sun Print will utilize the same service coverage model that's been provided for the last agreement. This includes a dedicated service technician that supports solely the school system. This is supported by a team of additional service personnel both in the field and on the help desk to provide overflow support.



Sun Print Management Resume

Additionally, Sun Print will also provide additional seasonal on-site support to help relieve the extra call load demand that we see in September and January.

4. We are multi-headquartered at the below addresses which includes our main service center.

Sun Print Management – Manufacturing, Service and Administration

5441 Provost Drive, Holiday, Florida 34690

Sun Print Management - Sales

1101 N Ward St, Tampa, Florida 33607

5. Service Certifications

Please see the attached HP Platinum Partnership certificate.

Certificate Of Partnership



Effective from: July 13, 2018

SUN PRINT MANAGEMENT, LLC

UNITED STATES

is an HP Partner First member and has the following designations:

Platinum

Partner First Platinum Imaging Printing Partner

Silver

Partner First Silver Personal Systems Partner Partner First Silver Supplies Partner

Specializations

Partner First Managed Print Specialist Premier

Gary Smith
Vice President
Partner Development & Programs
Americas Commercial Channel
HP Inc.



ATTACHMENT C – QUARTERLY SUMMARY STATEMENT (Sample)

ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

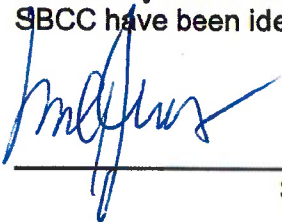
Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.



 Signature

SUN PRINT MANAGEMENT

 Company Name

ATTACHMENT 2
CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.



AUTHORIZED SIGNATURE OF VENDOR

July 12, 2018

DATE

ATTACHMENT 3
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, 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 THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.



AUTHORIZED SIGNATURE OF VENDOR

July 12, 2018

DATE

ATTACHMENT 4

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Bidder: SUN PRINT MANAGEMENT

Printed Name: MARK C. JONES

Signature: [Handwritten Signature]

Title of Authorized Representative: SENIOR VICE PRESIDENT

Title of Authorized Representative

Date: JULY 12, 2018

ATTACHMENT 5
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes, as currently enacted or as amended from time to time.

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

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

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

COMPANY NAME: Surp Paper Management

VENDOR’S SIGNATURE: [Signature]

ATTACHMENT 6

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: SUN PRINT MANAGEMENT

Identify the state in which the bidder has their principal place of business: FLORIDA

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., 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 any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

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 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 the 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 a preference in the letting of any or all public contracts to business entities whose principal places of business are in the 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: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

E-mail address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

EXHIBIT A – SCHOOL BOARD FACILITIES IN CLAY COUNTY

#	SCHOOL NAME	ADDRESS	PHONE
9----	County Offices	Located in Green Cove Springs, FL 32043	904-336-6500
0591	Argyle Elementary	2625 Spencer Plantation Blvd, Orange Park, FL 32073	904-336-0375
0111	Bannerman Learning Center	608 Miller Street, Green Cove Springs, FL 32043	904-336-4975
0071	Charles E. Bennett Elementary	1 South Oakridge Ave, Green Cove Springs, FL 32043	904-336-0475
0341	Clay High	2025 State Road 16 W, Green Cove Springs, FL 32043	904-336-7175
0411	Clay Hill Elementary	6345 County Road 218, Jacksonville, FL 32234	904-336-0775
0601	Coppergate Elementary	3460 Copper Colts Court, Middleburg, FL 32068	904-336-0675
0641	Discovery Oaks Elementary	950 Oakleaf Plantation Pkwy, Orange Park, FL 32065	904-336-4275
0261	Doctors Inlet Elementary	2634 County Road 220, Middleburg, FL 32068	904-336-0975
0521	Fleming Island Elementary	425 Lakeshore Drive, Fleming Island, FL 32003	904-336-1075
0551	Fleming Island High	2233 Village Square Blvd, Fleming Island, FL 32003	904-336-7500
0021	Green Cove Springs Jr. High	1220 Bonaventure Avenue, Green Cove Springs, FL 32043	904-336-5175
0232	Grove Park Elementary	1643 Miller Street, Orange Park, FL 32073	904-336-1275
0301	Keystone Heights Elementary	335 S.W. Pecan Street, Keystone Heights, FL 32656	904-336-1375
0311	Keystone Heights High	900 Orchid Avenue, Keystone Heights, FL 32656	904-336-7775
0451	Lake Asbury Elementary	2901 Sandridge Road, Green Cove Springs, FL 32043	904-336-1525
0481	Lake Asbury Junior High	2851 Sandridge Road, Green Cove Springs, FL 32043	904-336-5375
0352	Lakeside Elementary	2752 Moody Avenue, Orange Park, FL 32073	904-336-1675
0351	Lakeside Junior High	2750 Moody Avenue, Orange Park, FL 32073	904-336-5575
0511	McRae Elementary	6770 County Road 315C, Keystone Heights, FL 32656	904-336-2125
0271	Middleburg Elementary	3958 Main Street, Middleburg, FL 32068	904-336-1875
0391	Middleburg High	3750 County Road 220, Middleburg, FL 32068	904-336-8075
0381	Montclair Elementary	2398 Moody Avenue, Orange Park, FL 32073	904-336-1975
0661	Oakleaf High	4035 Plantation Oaks Blvd, Orange Park, FL 32065	904-336-8375
0611	Oakleaf Junior High	4085 Plantation Oaks Blvd, Orange Park, FL 32065	904-336-5775
0621	Oakleaf Village Elementary	410 Oakleaf Village Parkway, Orange Park, FL 32065	904-336-2425
0201	Orange Park Elementary	1401 Plainfield Avenue, Orange Park, FL 32073	904-336-2275
0252	Orange Park High	2300 Kingsley Avenue, Orange Park, FL 32073	904-336-8675
0361	Orange Park Junior High	1500 Gano Avenue, Orange Park, FL 32073	904-336-5975
0471	Paterson Elementary	5400 Pine Avenue, Fleming Island, FL 32003	904-336-2575
0651	Plantation Oaks Elementary	4150 Plantation Oaks Blvd, Orange Park, FL 32065	904-336-2775
0541	Rideout Elementary	3065 Apalachicola Boulevard, Middleburg, FL 32068	904-336-2875
0401	Ridgeview Elementary	421 Jefferson Avenue, Orange Park, FL 32065	904-336-3075
0431	Ridgeview High	466 Madison Avenue, Orange Park, FL 32065	904-336-8975
0331	S. Bryan Jennings Elementary	215 Corona Drive, Orange Park, FL 32073	904-336-3175
0631	Shadowlawn Elementary	2945 County Road 218, Green Cove Springs, FL 32043	904-336-3375
0571	Swimming Pen Creek Elementary	1630 Woodpecker Lane, Middleburg, FL 32068	904-336-3475
0531	Thunderbolt Elementary	2020 Thunderbolt Road, Fleming Island, FL 32003	904-336-3675
0501	Tynes Elementary	1550 Tynes Boulevard, Middleburg, FL 32068	904-336-3850
0241	W.E. Cherry Elementary	420 Edson Drive, Orange Park, FL 32073	904-336-3985
0491	Wilkinson Elementary	4965 County Road 218, Middleburg, FL 32068	904-336-4075
0371	Wilkinson Junior High	5025 County Road 218, Middleburg, FL 32068	904-336-6175



Addison G. Davis
Superintendent of Schools

CLAY COUNTY DISTRICT SCHOOLS

PURCHASING DEPARTMENT
925 Center Street
Green Cove Springs, Florida 32043
Telephones: 904-336-6736
Bertha.Staefe@myoneclay.net

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Betsy Condon
District 3
Mary Bolla
District 4
Ashley Gilhousen
District 5

ADDENDUM 1 POSTED AT 4:30 P.M., ON JUNE 25, 2018

ADDENDUM 1 FOR BID#18-SCH-89 LASER PRINTER - COST PER PRINT PROGRAM COUNTY-WIDE

NOTE: VENDOR QUESTIONS AND DISTRICT RESPONSES #1-10 on the attached two Pages shall be included in your response.

REMINDER: Proposals are DUE at 2:00 P.M., on JULY 17, 2018 and the Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of you proposal package an executed copy of this Addendum.

Sign and return this ADDENDUM 1 with your proposal

VENDOR NAME: Sup Print Management
(Print)

SIGNATURE: [Handwritten Signature]

NAME & TITLE: MARK C. JONES Senior Vice President
(Print)

BID QUESTIONS/INQUIRIES AND RESPONSES

QUESTION #1: Please provide 2017 printer volume?
ANSWER: Unable to provide volume however we can provide the cost for the 2016/2017 school year, which is the last year we have a full cost on. Color was \$64,986.69 and black & white was \$132,760.36.

QUESTION #2: Is the Schools intention to replace all printers?
ANSWER: Only those printers that the current vendor is supplying and any additional ones the district may need.

QUESTION #3: Does the school have printers that they want to have managed?
ANSWER: No.

QUESTION #4: Cancellation; the specifications indicate cancellation for Non-Appropriation of Funds and Cause which is acceptable. Our concern is the statement of "convenience". This would not be acceptable. Is there consideration for this to be removed?
ANSWER: No.

QUESTION #5: Do you know the approximate quarterly volume for each model requested?
ANSWER: No. Cannot breakdown by model.

QUESTION #6: Page 10 - Printers - Printers should be new or recently refurbished and shall meet all bid specifications. Refer to General Conditions page 2, Section "Manufacturer' Name and Approve Equivalent".
A. Can you please clarify and describe in detail your definition of "new or recently refurbished"?
ANSWER: "New" means never been used and meets or exceeds bid specifications. "Recently refurbished" means printer has been used and totally overhauled (refurbished) and tested for functionality and defects prior to being issued. They are to work like a new printer and meet or exceed bid specifications.

B. Can responding vendor provide printers that have existing volume already?
ANSWER: Yes as long as they met or exceed specifications and the district is given the beginning copy count.

C. Is the current vendor able to keep existing printers in place or do those existing in place printers need to be replaced by existing vendor?
ANSWER: As long as the current printer meet specifications.

QUESTION #7: How many direct connect (non network printers are in place currently and are the part of the invitation to bid.

ANSWER: We do not track non-network printers and they are not part of the bid.

QUESTION #8: Can you provide average monthly volumes broken down by color and black & white for each device currently in place and if not can you provide total average monthly volume broken down by color and black & white for all the current devices in place?

ANSWER: Unable to provide volume counts. Also we cannot provide any monthly breakdowns since we are billed quarterly. The total cost for the 2016-17 school year for color printers equaled \$64,986.69 and the total cost for black & white \$132,765.76.

QUESTION #9: Do you know the approximate quarterly volume for each model requested?

ANSWER: No.

QUESTION #10: How many network printers are in place currently, color and black & white?

ANSWER: Color = 180 and Black & White = 3295.