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**BUSINESS SERVICES DIVISION  
PROCUREMENT SERVICES  
INVITATION TO BID**

December 3, 2020

**Solicitation No. and Name.** 20204-DST-KJ Truck, Bus, and Vehicle Parts

**Purpose.** Public notice is hereby given that Hillsborough County Public Schools ("HCPS" or the "District") on behalf of The School Board of Hillsborough County, Florida (the "Board") has issued this Invitation to Bid ("ITB") for the goods and services herein. HCPS seeks bids from qualified vendors to provide parts for trucks, buses, and vehicles (new and rebuilt). The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein. HCPS currently owns and maintains approximately 1,950 vehicles and pieces of equipment and inventories.

**Questions Due Date.** Tuesday, January 5, 2021 at 12:00 PM (Noon) EST

**Bid Due Date.** Tuesday, January 12, 2021 at 12:00 PM (Noon) EST

**Bid Submittal.** ELECTRONIC COPY SUBMITTAL. BIDDER MUST SUBMIT THEIR BID VIA UPLOAD at [WWW.MYVENDORLINK.COM](http://WWW.MYVENDORLINK.COM). HCPS no longer accepts paper submittals. The Bidder is solely responsible for submittal of their Bid through VendorLink no later than the time and date specified in the solicitation or subsequent addenda. The Bidder must allow adequate time to upload their submittal on VendorLink. The Bidder is responsible to contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com) if technical difficulties arise during submission of the Bid. HCPS shall not be responsible for delays caused in any occurrence and shall reject Bids submittals via any other means. The Bidder must transmit their Bid electronically via VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted.

**Vendorlink.** HCPS will post all solicitations and supporting documents on [www.myvendorlink.com](http://www.myvendorlink.com). It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each Bidder must have a current vendor application on file with Vendorlink to conduct business, receive updates and addenda, and ask questions under any HCPS solicitation. HCPS may disqualify a Bidder for failure to comply with this condition. For technical support contact the Vendor Registration Helpdesk via email at [support@evendorlink.com](mailto:support@evendorlink.com) for additional registration questions.

**Lobbying/Cone of Silence.** The Cone of Silence, HCPS policy 6320 – Procurement, prohibits any communication regarding an active competitive solicitation between any District employee or School Board member and any third party, representative, or lobbyist of that party, in effect from the time of release of the competitive solicitation until the contract is awarded by the School Board.

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

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## 1 INTRODUCTION

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### 1.1 HCPS BACKGROUND

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

**1.1.1 Vision.** Preparing Students for Life.

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

### 1.2 DEFINITIONS

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

- **Addendum.** All written or graphic instruments issued prior to the date for opening of the proposal, which modify or interpret the solicitation by additions, deletions, corrections, or clarifications.
- **Bidder.** The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.
- **Board.** The term “Board” refers to The School Board of Hillsborough County, Florida.
- **Competitive Solicitation.** “Competitive solicitation” or “solicitation” is the process of requesting and receiving two or more sealed bids submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement § 287.012(6), Florida Statutes.
- **Contract.** “Contract” includes this competitive solicitation, all related addenda and answers to questions via [www.myvendorlink.com](http://www.myvendorlink.com), the Bid, all mutually agreed amendments, and subsequent renewals covering the provision of goods and services herein.
- **Contractor.** The “Contractor” refers to any type of business entity awarded by The School Board of Hillsborough County, Florida or approved by Hillsborough County Public Schools in accordance with a proposal submitted by that organization in reply to any HCPS competitive solicitation.
- **Default.** The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform as agreed.
- **Florida Statutes (F.S.).** The Florida Statutes are the codified, statutory laws of Florida.
- **Goods.** “Goods” means any of the various supplies, materials, commodities, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure that has less than 5,000 square feet of floor space, purchased, leased, or otherwise contracted for by HCPS.
- **Invitation to Bid (ITB).** Per 6A-1.012(1)(b) Purchasing Policies, “Invitation to bid” is a written publicly posted solicitation for competitive sealed bids. The ITB is used when HCPS is capable of specifically defining the scope of work for which a service is required or when HCPS is capable of establishing precise specifications defining the goods required.
- **Procurement Officer.** HCPS contracting personnel, as identified in the cover sheet of all competitive solicitations.
- **Protest.** A formalized process, governed by § 120.57(3), F.S., § 287.042(2), F.S., and § 28-110, Florida

Administrative Code, by which providers have an opportunity to challenge a procurement practice or contract award.

- **Renewal.** “Renewal” means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- **Responsive Bid.** “Responsive bid,” “responsive proposal,” or “responsive reply” means a bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.
- **Responsive Vendor.** “Responsive vendor” means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- **Small Business Encouragement (SBE) Program.** Per School Board policy 6320.02 - Supplier Diversity, [www.sdhc.k12.fl.us/policymanual/detail/502](http://www.sdhc.k12.fl.us/policymanual/detail/502) the School Board commits to doing business with contractors, vendors, and other suppliers who reflect the diversity of our community. It is the policy of the School Board to promote and attain that diversity through the Small Business Encouragement (SBE) Program that encourages and facilitates the participation of small businesses, including those that are woman and minority owned, in every aspect of the School Board's procurement activities. The SBE Program is gender/race neutral and is open to any small, certified business that meets the eligibility requirements set forth in this policy.
- **Service.** “Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific goods. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. The term does not include a contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to chapter 255 and rules adopted thereunder.
- **Subcontractor.** The Bidder understands that, as a prime contractor, said contractor is responsible for all actions taken by its subcontractor(s) and shall bare all liability for the subcontractors’ action under this agreement. HCPS must pre-approve each subcontractor and must follow all the Contractor’s requirements herein. All the Contractor’s requirements and references to the Contractor herein shall apply to all HCPS approved subcontractor(s). The subcontractor includes any organization whom the Contractor utilizes for the provision of goods and services subject to this contract. The Contractor must notify HCPS for prior approval as to the use of any subcontractor. The subcontractor must adhere to the Contractor’s obligations and the Contractor shall remain responsible for the subcontractor’s actions.
- **Superintendent.** The term “superintendent” shall mean the District “superintendent or designee.” For the purposes of this solicitation, the General Manager of Procurement Services will serve as the designee.
- **Term Contract.** “Term contract” means an indefinite quantity contract to furnish goods or services during a defined period.
- **Vendor.** The term “vendor” shall apply to any business entity or organization that sells goods and services to achieve certain commercial goals.

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## 2 GENERAL TERMS AND CONDITIONS

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The following General Terms and Conditions are incorporated and applicable to all Hillsborough County Public Schools (HCPS)-issued competitive solicitations and to each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the "Bidder") submitting a bid (Bid), to have assented to these non-negotiable conditions by the act of responding to this competitive solicitation (solicitation) and acceptance of a request for purchase via duly issued purchase order (PO). Prior to the solicitation due date. During the active solicitation process, HCPS may incorporate additional conditions, without limitation, referenced as Addendum, Attachment, Appendix, or Exhibit. Any conflict in terms between any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence: addenda, answers to questions on [www.myvendorlink.com](http://www.myvendorlink.com), appendix, attachment, exhibition, and the solicitation. Unless specifically stated, the terms and conditions in this solicitation are nonnegotiable. HCPS will reject all Bids that fail to accept the stated terms and conditions as "non-responsive."

### 2.1 LEGAL REQUIREMENTS

The Contractor must be knowledgeable of and in compliance with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and Board Policy ([www.sdhc.k12.fl.us/policymanual/policy/7](http://www.sdhc.k12.fl.us/policymanual/policy/7)) that may affect the provision of commodities and contractual services covered herein. The Contractor's lack of knowledge shall not be a cause for relief from responsibility.

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

**2.1.2 Protest.** Any protest concerning bid specifications, a decision, or intended decision pursuant to this solicitation shall be made in accordance with § 120.57(3) F.S. and Board Policy chapter 6320 (Bid Protest). Questions to Procurement Services, Board member, or any HCPS employee shall not constitute formal notice of a protest. HCPS shall post Board recommendations and tabulations for this solicitation on [www.myVendorLink.com](http://www.myVendorLink.com). It shall be the sole responsibility of each Proposer to review this solicitation on VendorLink. HCPS will not mail tabulations, recommendations, or notices.

A Bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by F.S. 120.57(3) for resolution shall file a Notice of Intent to Protest, in writing, within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. For solicitations by Procurement Services, the notice must be filed with the General Manager of Procurement Services, 901 East Kennedy Boulevard, Tampa, Florida 33602.

Any person who files an action protesting a decision or intended decision pertaining to a solicitation pursuant to F.S. 120.57(3)(b) shall post, at the time of filing the formal written protest that states, with particularity, the facts and law upon which the protest is based. A bond payable to the Board in an amount of five percent (5%) of the lowest accepted bid for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

Failure to file a protest within the time prescribed in § 120.57(3) b, F.S., shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Florida Department of State, Division of Corporations Registration Requirements. Proposers that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered proposers must have an active status in order to be eligible to do business with HCPS. Proposer doing business under a fictitious name must submit their proposal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).

**2.1.3 Severability.** In case of any one or more of the provisions contained in this solicitation shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability,

unlawful, or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, unlawful, unenforceable, or void provision had never been included herein.

**2.1.4 Fair Labor Standards Act (“Hot Goods”).** The proposer certifies that the production of the provided commodities and contractual services shall be compliant with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

**2.1.5 Student Confidentiality.** Any records, materials, documents or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of commodities and contractual services for HCPS are confidential and shall not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the contract with HCPS, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law if the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure. The Contractor agrees to not remove from HCPS premises, except as a contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS. Upon contract expiration, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records which are in the Contractor's possession or control and which are confidential information as defined in this contract. The Contractor's failure to comply with the provisions of this contract pertaining to confidential information is a breach of this contract and may result in the termination of the contract and further legal action against contractor. The provisions of this contract pertaining to confidential information shall survive termination of the contract between HCPS and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS because due to the Contractor's breach of the confidentiality provisions of this contract. The contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain further breach of this contract or to prevent unauthorized uses or disclosures of confidential information by the Contractor.

**2.1.6 Tax Exemption.** HCPS is exempt from federal and state taxes for tangible personal property. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. The Sales Tax Exemption Form is available for download at <https://www.sdhc.k12.fl.us/doc/163>. Note, the contractor cannot claim exemption from taxes for materials to fulfill its contractual obligations to HCPS. HCPS shall not authorize the use HCPS' tax exemption number to purchase such materials.

**2.1.7 Public Records Laws.** The Contractor acknowledges that this contract and all documents submitted to The School Board of Hillsborough County, Florida related to this contract are a matter of public record and are subject to the State of Florida Public Records Law Ch. 119 F.S., Art. I s. 24, of the State Constitution, and any other comparable federal laws. The Contractor further acknowledges that HCPS may post this contract on The School Board of Hillsborough County, Florida website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS pursuant to s. 119.0701 F.S., the Contractor shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in s. 119 F.S. or as otherwise provided by law, and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in

possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and

- can provide all electronically stored records in a format that is compatible with the HCPS information technology systems

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT PHONE: (813) 272-4060, EMAIL: PRR@SDHC.K12.FL.US, 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602.**

## **2.2 DISCRIMINATION**

The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part.

**2.2.1 Statement of Assurance.** The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of this contract. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

**2.2.2 Americans with Disabilities Act.** Any Proposer submitting a proposal to HCPS for the provision of commodities and contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. All contractors and subcontractors providing commodities and contractual services must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

## **2.3 VENDOR SANCTIONS**

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

**2.3.1 Public Entity Crimes (§287.133(2)(A)).** "A person or affiliate who has been placed on the convicted vendor(s) list following a conviction for a public entity crime may not submit a Bid on a contract to provide any commodities and contractual services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a vendor(s), supplier, subcontractor(s) or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.01 7 for category two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor(s) list."

**2.3.2 Convicted and Discriminatory Vendor Lists (ss. 287.133(2)(a) and 287.134, F.S., and Rule 60A1.006 (1), F.A.C.).** A person or affiliate who has been placed on the State of Florida Discriminatory Vendor List or the Convicted Vendor List: following a conviction for a public entity crime may not submit a Bid on a contract to provide commodities and contractual services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

[www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list).



**2.3.3 Bankruptcy.** At the time of Proposal submission, the Proposer shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCPS may, at its option, terminate the contract.

**2.3.4 Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Contractor is considered a violation for §274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

**2.3.5 Scrutinized Companies Lists/Business Operations in Cuba or Syria.** Per the provisions of s. 287.135 F.S., a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a Bid for, or enter into or renew a contract with an agency or local governmental entity for commodities and contractual services exceeding one-million dollars. The Proposer certifies by submission and signature of this Proposal that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or been engaged in business operations in Cuba or Syria. Any contract for commodities and contractual services of \$1,000,000 or more may be terminated at the option of the awarding body if the company is found to have submitted false certification or been placed on either of these lists or been engaged in business operations in Cuba or Syria.

## **2.4 HCPS' RIGHTS**

This solicitation will comply with all applicable HCPS policies, federal, state, and local laws. HCPS reserves the right to qualify Proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS is therefore not bound to accept a Proposal solely based on lowest price. In addition, HCPS at its sole discretion, reserves the right to cancel, recall, or reissue all, or parts of the solicitation, to reject any Bid, to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. Furthermore, HCPS reserves, but not limited to, the following rights:

- A Bidder's past performance may be used in the evaluation of this solicitation.
- Reject any or all the Proposals; and
- issue subsequent solicitation for the same statement of work; and
- cancel the entire solicitation; and
- remedy solicitation errors; and
- reduce the scope of work (if deemed in HCPS' best interest and at HCPS sole discretion); and
- appoint evaluation committees to review Proposals; and
- seek the assistance of technical experts to review Proposals; and
- approve or disapprove the use of subcontractors and suppliers; and
- award a contract to one or more (or none) of the Proposers; and
- accept other than the lowest priced Proposal; and
- waive informalities and irregularities in Proposals; and
- award a contract without discussions or negotiations; and
- disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer; and
- this solicitation does not commit HCPS to enter into a contract nor obligate HCPS to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a contract.

**2.4.1 Submittal Confidentiality.** Pursuant to s. 119.071(1) (b) 2 Florida Statutes, proposals received by HCPS pursuant



to a competitive solicitation are exempt from ss. 119.07 (1) and 24 (a), Art. I of the State Constitution until HCPS provides notice of an intended decision or until thirty (30) days after receipt of the proposals, whichever is earlier. All proposal evaluation meetings and discussions with the Proposer shall be subject to § 286.0113, F.S.

**2.4.2 Submittal Rejection.** HCPS, at its discretion, may reject any, or part(s) of any proposal; advertise, postpone, or cancel, at any time, the competitive solicitation process, or waive any irregularities in the solicitation in the proposal received. HCPS also reserves the right to request clarification of information from any Proposer.

## **2.5 ALTERNATIVE PURCHASING OPTIONS (NON-EXCLUSIVITY)**

This solicitation does not establish an exclusive arrangement between HCPS and the Contractor. Additionally, HCPS reserves the following additional unrestrictive rights:

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

**2.5.1 Purchases by Other Public Agencies.** In accordance with the State of Florida Department of Education (FLDOE) Purchasing Rule 6A-1.012 (6), in lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid contracts, when the Proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

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

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

**2.5.3** Charter Schools. Commodities and Contractual services awarded under this contract shall be made available to Hillsborough County charter schools approved by the Board. The Board is not responsible or liable for purchases that may be made by charter schools.

## **2.6 CONTRACT TERMINATION & DEFAULT**

In accordance with Board Policy chapter 6320 - Procurement Procedures, Suspension or Debarment, the General Manager of Procurement Services may debar contractors for a defined period from bidding on or performing as a subcontractor on any HCPS contract. The suspended or debarred contractor may request removal from suspended or debarred status after the expiration of the suspension or debarment period. The General Manager of Procurement Services shall have the authority to suspend or debar any contractor for the following:

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

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

**2.6.2** Non-Appropriation of Funds (Funding Out). It is understood and agreed between the parties hereto that HCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the contract, HCPS will notify the Contractor of such occurrence and the contract must terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS.

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

- **Initial Cure Notice.** An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCPS. Within ten (10) days upon receipt of notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.

- **Second Notice.** A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or commodities or contractual services not meeting specifications contained herein and the Contractor shall cease with the provision of commodities and contractual services. In such event, HCPS shall pay the Contractor only for satisfactory commodities and contractual services. The Contractor and its sureties may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.
  - If Performance Security Was Required. HCPS may elect to execute the performance security as liquidated damages.
  - If Performance Security Was Not Required. The Contractor shall pay HCPS, as liquidated damages, an amount not to exceed five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount then the amount due is five (5%), percent of the remaining value of the contract. The Contractor's failure to pay the liquidated damages within thirty (30) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for a period of not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the General Manager of Procurement Services. Thereafter, the Contractor may request reinstatement to the Active Bidders List. HCPS reserves the right, upon contract cancellation, to award the contract to the next highest rated Proposal for the unexpired contract term or publish a new competitive solicitation.

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

## **2.7 CONTRACTOR'S OBLIGATIONS**

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

**2.7.1 HCPS Procurement Policy (6320).** HCPS Procurement Policy ([www.sdhc.k12.fl.us/policymanual/](http://www.sdhc.k12.fl.us/policymanual/)) is incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. HCPS Procurement Policy binds the Contractor, by participation in this solicitation, in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

**2.7.2 Subcontractors.** The Contractor is responsible for performance and meeting all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any sub-contractor(s) used to satisfy performance herein and ensure that the subcontractor(s) are qualified, insured, and that subcontractor's employees meet all requirements set forth herein.

**2.7.3 Assignment.** The Contractor, whether under separate contract or not, shall not assign any part or whole of this contract to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS. HCPS may transfer this contract to any successor performing the same functions. The parties acknowledge that HCPS may transfer any or all its interest in this contract to any successor of HCPS.

**2.7.4 Licenses & Taxes.** The Contractor shall remain compliant with all federal, state, and local regulations as to licenses, permits, and tax obligations required for the operation of the Contractor's business activities.

**2.7.5 Bid Cost.** All expenses involved with the preparation and submission of the Proposal to HCPS, or any services performed in connection therewith, shall be borne by the Proposer. HCPS shall not provide payment for any submittals

received, or for any other effort required of or made, or expenses incurred by the Proposer.

## **2.8 ACCOUNTING & INVOICING**

In accordance with the Florida Prompt Payment Act (ss. 218.70218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments due and not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one (1%) percent per month on the unpaid balance.

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

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

**2.8.3 Invoice Submittal.** The Contractor shall submit an original invoice to the HCPS Accounts Payable Department. P.O. Box 3408, Tampa, Florida, 33601-3408. Per s. 287.058(1)(a), F.S.: bills for fees or other compensation for services or expenses shall be submitted with enough detail for a proper pre-audit and post-audit thereof.

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

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

**2.8.6 Request for Payment.** The Contractor, unless under mutual written contract, shall provide invoices that will include all scheduled services, products purchased, and services completed during the previous 1-month period. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and s. 837.06, F.S., pertaining to false official statements.

**2.8.7 Excess Funds.** A Contractor who receives funds paid by HCPS under this contract agrees to promptly notify HCPS of any funds erroneously received from HCPS upon discovery of erroneous payment or overpayment. The excess funds must be refunded to HCPS with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under s. 55.03, F.S., applicable at the time the erroneous payment or overpayment was made by HCPS.

**2.8.8 Stop Work Order.** HCPS may at any time by written notice to the Contractor stop all or any part of the contractual services for this solicitation. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. HCPS may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and the price or terminate the work in accordance with the provisions of the solicitation terms and conditions.

**2.8.9 Deliveries.** HCPS shall provide payment for deliveries on a per order basis and delivery shall be to any point within Hillsborough County, Florida to a secure area or inside delivery, as requested by the school site.

**2.8.10 Travel Expenses.** Per s. 287.058(1)(b), F.S.: bills for HCPS-approved travel expenses will be reimbursed only if expressly authorized by the contract terms. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.

**2.8.11 Right to Audit Provisions.** The Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor's files and any other supporting evidence necessary to substantiate payments and income related to this contract (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCPS authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of his/her payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this contract.

For such audits, inspections, examinations, and evaluations, the HCPS authorized representative shall have access to the

records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of the Contractor's final payment pursuant to this contract. All payments which cannot be documented as paid as required by the contract and found not to follow the provisions of this contract, shall be reimbursed to HCPS.

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

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

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

## **2.9 CONFLICT OF INTEREST**

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

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

HCPS shall not enter into a contract knowingly with any supplier of materials, supplies, and services to HCPS that any Board member or the Superintendent has any material interest. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which she/he is the author, and which has been properly approved for use in HCPS' schools.

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

**Personnel Qualifications/Behavior.** The Contractor will provide a written list of, and qualifications, of new or additional people working under the Contract for approval prior to the provision of commodities and contractual services under this Contract.

**Personnel Appearance & Conduct.** The Contractor's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, if applicable properly uniformed, and conduct themselves in a respectable and courteous manner.

**2.9.1 Uniforms.** If applicable, employees shall wear a recognizable uniform, no hats indoors. Each employee, performing services for HCPS, must carry a government issued picture ID and be presented upon request while on HCPS property.

**2.9.2 Tobacco Products.** Use of tobacco products must be in designated areas.

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

**2.9.4 Site Security.** The Contractor's personnel must coordinate with the site's front office or security personnel and shall be properly identified and must sign-in and sign-out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

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

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

- “Firearm” shall mean any weapon (including a starter gun or antique firearm) which can, is designed to, or may readily, be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- No person who has a firearm in their vehicle may park their vehicle on HCPS property.
- If any employee of a Contractor or its subcontractor brings a firearm on HCPS property, the Contractor or subcontractor will terminate said employee from the HCPS contract. HCPS shall terminate the contract if Contractor or its subcontractor fails to remove said employee from this Contract.

## **2.10 HAZARDOUS MATERIALS**

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

- The HCPS Safety (Safety Office) Office will monitor and enforce compliance by all contractors and sub-contractors that provide HCPS with commodities and contractual services. It is HCPS intent that all contractors and sub-contractors shall at no time cause unsafe conditions or acts that may affect the safety and health of students, employees, or visitors to HCPS operations.
- HCPS may require the Contractor to supply a written copy of their Safety Program/Manual for review after contract award and may conduct periodic review of the Contractor's safety manual and operations.
- Contractors and their employees, including sub-contractors, performing work under the terms of this contract will follow safe working practices always, as well as comply with all Federal, State, Local, and HCPS safety policies and procedures, including the operation of vehicles and equipment on HCPS-owned property.
- The Contractor must report any accident, injury, or incident occurring on HCPS property to the District Safety Office.

**2.10.1 Safety Data Sheets (SDS).** In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published SDS.

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

- the physical and chemical characteristics of the hazardous chemical; and
- known acute and chronic health effects and related health information; and

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

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

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

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

**2.10.4 Approval of Hazardous Materials.** Prior to the Contractor's use, the Safety Office must approve all hazardous materials. The Contractor must submit all requests for product approval to the Safety Office, at 4224 W. Crest Avenue, Tampa, Florida 33614. Telephone (813) 872-5263, Facsimile (813) 356-1471. The Contractor using the product must follow any identified restrictions. The Contractor's use of any product at an HCPS site must be in accordance with the manufacturer's instructions and applicable HCPS Policies. Sites where no students or employees are present do not require approval, provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.

**2.10.5 Contractor's Use of Product.** Product approval for use by HCPS employees does not constitute an automatic approval for use by the Contractor for all applications. The Safety Office must specifically approve each product used by the Contractor and must be specifically approved for each HCPS assignment.

**2.10.6 HCPS Employee Use of Products.** The Contractor (prior to use by HCPS employees) must submit the approved SDS to the HCPS supervisor and ensure filing of the SDS in the worksite's SDS Book (even if approved for use by the Contractor).

**2.10.7 Rejection of Hazardous Materials.** HCPS may ban certain products for use in HCPS to prevent any incidence of exposure to students or employees. HCPS may apply restrictions to the use of certain materials to reduce or eliminate the incidence of exposure.

**2.10.8 Product Removal.** The Contractor is responsible for removal of all materials used on projects immediately upon completion. The Contractor must list all materials left for HCPS use on a manifest identifying the container type, amount, and where located. The HCPS employee that originated the service or contract shall sign the manifest and deliver to the District Safety Office.

**2.10.9 Hazard Notification-Asbestos Containing Materials (ACM) and Lead Based Paint (LBP).** ACM and LBP are present in many HCPS buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, it may be hazardous to disturb ACM and LBP. The Contractor must contact the Safety Office prior to commence any work that may affect ACM or LBP materials.

**2.10.10 Unsafe Conditions.** The Contractor will:

- perform work under the terms of this contract will follow the best environmental working practices always; and
- not cause any unsafe conditions or perform acts that could have an impact on the safety and health of students, employees, or visitors to HCPS operations; and
- comply with all Federal, State, Local, and HCPS environmental policies and procedures; and



- supply, upon request, a written copy of its Environmental Program/Manual for review after contract award (HCPS may periodically review the Contractor's environmental manual and operations); and
- be responsible for removal and clean-up of all contamination (or potential contamination) upon occurrence or when identified by the Safety Office; and
- immediately report all incidents to the Safety Office.

## **2.11 INDEMNIFICATION**

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

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

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

**2.11.2** No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable. HCPS shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as consent by HCPS to be sued by third parties in any matter arising out of this Agreement.

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

[INTENTIONALLY BLANK]

## **2.12 WARRANTY**

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

The minimum warranty on product shall be one (1)-year. The Contractor shall warranty and guarantee all commodities and contractual services for a period of one (1)-year from the date of acceptance and shall repair or replace any and all defects in material or workmanship which are discovered or exist during the warranty period.

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

Labor shall have a warranty of one (1)-year from the date of completion. Rework for incomplete, insufficient or failed work under a current warranty shall be at no cost to HCPS. A "No Charge" invoice shall be submitted on all warranty repairs detailing the any and all product replaced including dimensions and quantity in writing.

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

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

## **2.13 INFORMATION TECHNOLOGY**

THIS SECTION APPLIES TO ALL CONTRACTORS WHOSE COMMODITIES OR CONTRACTUAL SERVICES ENABLE OR REQUIRE THE PROVISION THE CONTRACTOR'S ONLINE SOFTWARE SERVICES OR USE OF HCPS' COMPUTER DATA.

### **2.13.1 Web Content Accessibility.** If the online services will be used by:

- students, parents, and the community: the Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and with Section 508 of the Rehabilitation Act of 1973. The Contractor will indemnify and defend HCPS from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claims by a third party alleging that the online services provided by the Contractor do not adhere to the ADA or with Section 508 of the Rehabilitation Act of 1973.
- HCPS Employees: the Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and with Section 508 of the Rehabilitation Act of 1973.

**2.13.2 Data Re-Use.** The Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this contract. The Contractor must not distribute, repurpose, or share across any other application, environment, or business unit. As required by Federal law, the Contractor further agrees that no HCPS data shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except as agreed, in writing, by HCPS' Procurement Services or its General Manager of Information Technology.

**2.13.3 Data Breach.** The Contractor agrees to comply with § 501.171 the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify HCPS immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend HCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

**2.13.4 Data Storage and Backup.** The Contractor agrees that any and all HCPS data will be stored, processed, and maintained solely on designated servers and that no HCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an HCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by HCPS' General Manager of Information Technology for any general or specific case. The Contractor agrees to store all HCPS' backup data stored as part of its backup and recovery

processes in encrypted form, using no less than 128-bit key.

**2.13.5 End of Agreement Data Handling.** The Contractor agrees that upon termination of this contract it shall return all data to HCPS in a useable electronic form, and erase, destroy, and render unreadable all HCPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this contract or within seven (7) days of the request of an agent of HCPS, whichever shall come first.

[INTENTIONALLY BLANK]

### 3 BIDDER INSTRUCTIONS

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#### 3.1 VENDORLINK

VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)), HCPS' primary vendor/supplier portal, is a web-based, vendor self-service solution that allows HCPS to collaborate with vendors in a secure, online environment 24x7.

HCPS requires Bidders to have a current vendor application on file with [www.myvendorlink.com](http://www.myvendorlink.com). HCPS may rescind an award for failure to comply with this condition. Potential HCPS contractors must sign-up to register and receive electronic email notification of upcoming solicitations and addenda as they become available. When a solicitation matching those selections becomes available, the VendorLink system automatically sends an email notification to the email address provided during the registration process. The email notification contains the link and information necessary for the solicitation to be viewed and downloaded from any computer.

Suppliers can view solicitations by selecting the Bid Solicitations link:

[www.myvendorlink.com/common/searchsolicitations.aspx](http://www.myvendorlink.com/common/searchsolicitations.aspx). To receive automatic notifications, VendorLink requires all suppliers to be registered by completing the supplier registration process.

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

#### 3.2 PRE-BID MEETING

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

#### 3.3 BID SUBMITTAL

HCPS WILL NOT ACCEPT PAPER (HARDCOPY) BIDS. The Bidder must transmit their Bid electronically through VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted. If applicable, the price sheet is available electronically on VendorLink.

**3.3.1 On-Time Submittal.** The vendor is solely responsible for on-time bid submittal via VendorLink. The vendor must allow adequate time to upload their submittal on VendorLink and shall contact VendorLink's technical support at [support@evendorlink.com](mailto:support@evendorlink.com) if technical difficulties arise during bid upload. HCPS shall not be responsible for delays caused in any occurrence and shall reject bids submitted via any other means.

**3.3.2 Weather Closures.** Should weather conditions require HCPS to close its offices on the Bid due date, said date will become effective on the same hour of the following HCPS business day or will post any additional extensions via [www.myvendorlink.com](http://www.myvendorlink.com).

**3.3.3 Bid Withdrawal.** The Bidder may not withdraw their bid for a period of 120 days after the due date unless otherwise specified.

**3.3.4 Variance from Terms.** The Bidder must indicate in the bid any variances from specifications, terms, and/or conditions regardless of how slight. HCPS will assume that the goods and services fully comply with the specifications, terms, and conditions herein.

**3.3.5 Discrepancies.** HCPS is not responsible for discrepancies or inconsistencies provided in the bid and may reject any bid it deems as non-responsive.

**3.3.6 Forms.** The Bidder, unless otherwise specified, must use the form(s) furnished by HCPS. Failure to do so may be cause for rejection of the bid.

**3.3.7 Missing Attachments/Documents.** The bid must include all required attachments and requested documentation.

HCPS will not review any Bid prior to the due date and time. HCPS cannot accept any missing documents after the due date unless HCPS deems the missing document as non-material to evaluation of the bid. The Bidder shall promptly provide said documents prior to School Board submittal and/or award.

**3.3.8 Signatures.** An officer or employee having the authority to contractually bind the vendor must sign the bid.

**3.3.9 Trade Secret.** The Bidder must submit all “trade secret” information, in response to this solicitation, in compliance with ss. 119.07 F.S., and 812.081 in a separate file and so titled. The Bidder’s failure to prepare and label the confidential or exempt portions of their bid in the manner specified in this section shall constitute a waiver by the Bidder of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law. If challenged, the Bidder who submits the trade secret information shall bear all costs associated with defending their position.

**3.3.10 Joint Bid.** HCPS will recognize a single Bidder as the primary contractor, should multiple Bidders submit a joint bid in response to the solicitation. If offering a joint bid, the primary contractor must:

- include the names and addresses of all parties of the joint bid; and
- provide all bonding and insurance requirements, execute the contract, complete the bid, and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Bidder shall be acceptable; and
- be responsible for performance of services associated with response to this solicitation and overall contract administration; and
- preside over other Bidders participating or present at HCPS meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein; and
- prepare and present consolidated invoice(s) for services performed. HCPS shall issue only one check for each consolidated invoice to the prime contractor for services performed.

**3.3.11 Costs.** All prices/costs/fees/charges offered herein shall be firm against any increase for the initial term of the contract, unless mutually agreed or as stated otherwise in this solicitation or addenda. The Contractor shall bear sole responsibility to notify Procurement Services no less than 60 days prior to any anticipated changes in prices. Any request for changes requires the submittal of bona-fide manufacturer's documents, including but not limited to Producer Price Index information, Consumer Price Index for the affected market, industry, goods, and/or manufacturer’s price list for evaluation by HCPS. HCPS reserves the right to accept or reject within thirty (30) days after the request for a price change. HCPS will cease orders for items rejected for price change. If HCPS approves the requested price change, the price will remain firm for at least one (1) year or as stated in a written mutually signed renewal letter.

**3.3.12 Favored Nation Clause.** The Contractor agrees, based on comparable size and quantity, that the Contractor is providing HCPS the same or better pricing than other organizations and governmental agencies. If during the term of this agreement, HCPS identifies better pricing for the same item, the Contractor agrees to offer HCPS the reduced price.

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

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

**3.3.15 Orders for Goods.** The Bidder shall adhere to the following:

- **Delivered Cost.** Delivered costs shall be included in your Bid. Unit pricing shall be inclusive of inside delivery.
- **FOB Destination.** Offered prices for all items shall be F.O.B. Destination and include all shipping charges to all HCPS locations.

- **Unit Of Measure.** Unit of measure should be as stated on the Bid Response Form/Pricing Sheet.
- **Minimum Order.** HCPS assumes that it will purchase goods on either the smallest unit of measure or as stated in the solicitation. A Bidder's minimum order requirement exceeding the stated unit of measure is cause for rejection of the Bid as non-responsive.
- **Stated Quantities.** HCPS may provide stated quantities and amounts for the Bidder's guidance only and does not guarantee quantities utilized during the agreement period. HCPS may base quantities and amounts on historical or projected needs for a specified period.
- **Bid Only/Or Equal.** Specifications in this solicitation may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal," or "approved brands." Unless the words "only" or "No Substitutes" is used in place of "or equal," these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is without express knowledge or intent to exclude other manufacturers' products from consideration.
- **Return of Goods.** All goods returned for any reason other than the Contractor's error, misrepresentation of specifications, or due to defect may be subject to return freight charges, negotiable between HCPS and the Contractor. HCPS agrees to return goods in the original factory sealed packaging, when possible. The Contractor must provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. If applicable, the Contractor shall ship replacement goods prior to receipt of returned merchandise.

### 3.3.16 Service Contracts. The Contractor shall adhere to the following:

- **Rental Equipment.** HCPS will reimburse for labor and equipment rental costs in quarter (1/4)-hour increments (when and where applicable and if pre-approved in writing). HCPS will reject Invoices for non-pre-approved rental equipment or "tools of trade." Detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. must accompany invoices. The Contractor must provide the HCPS representative the request for payment no less than ten (10) working days prior to the deadline for submission of the request for payment date.
- **Materials Markup.** The Bidder may only charge a maximum price of cost-plus ten percent (10%) for materials. The parties shall approve cost-plus pricing for unspecified miscellaneous items "balance of line" or "catalog items." Offered discounts will remain firm for the contract term. The Contractor must provide supporting documentation for said items. The Contractor shall limit this approach to unforeseen goods and services, which should account for a small percentage of purchases for this agreement. HCPS may request additional evidence to identify reasonable charges.
- **Materials.** HCPS will pay only for actual quantity of materials installed for repairs.
- **Premium Or Weekend Rates.** HCPS will not pay any premium for weekends or holidays unless approved in writing prior to the provisions of services.
- **Travel Time/Call Out Fees.** HCPS will not pay for call-out fees or travel time to and from the work site or any travel made during lunch breaks.
- **Quote Fees.** HCPS will not pay for quotes, estimates, or estimator fees.
- **Minor Consumables.** The submitted rates shall be inclusive of minor consumables. HCPS will not provide separate payment for these items. Minor consumables or items listed under the hourly rate are NOT eligible for reimbursement or percentage markup. The cost for these items will be inclusive to the submitted hourly rates. Any discounts offered with the Bid will remain firm for the term of the agreement.

### 3.4 NOTICE OF INTENT

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

### **3.5 CONTRACT**

This solicitation, all related addenda, and the submitted bid, upon award by the School Board or approved by HCPS shall constitute a legally binding agreement (the “Agreement”). The Contractor shall not provide goods and services nor shall HCPS compensate a Contractor for said goods and services until the Contractor has submitted the required insurance certificate, met Jessica Lunsford Act compliance (if applicable), and is in receipt of an HCPS award letter and related purchase order.

[INTENTIONALLY BLANK]



#### 4 SPECIAL CONDITIONS

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##### 4.1 CONTACT INFORMATION & CERTIFICATION

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

##### LOCAL CONTACT INFORMATION

---

Account Representative Name

---

Title

---

Local Address

---

Phone Number

---

Cell Phone Number

---

Email Address

---

Fax Number

---

X

---

Signature of Owner or Authorized Officer

##### CORPORATE INFORMATION

---

Representative's Name

---

Telephone Number

---

Company Name

---

Principal Place of Business Address

---

Remit-To Address (if different from above)

---

☐ Corporation ☐ Sole Proprietor/Partnership ☐ Limited Liability Corp.

FEIN or SS# \_\_\_\_\_ ☐ Other. \_\_\_\_\_

Preferred method to receive purchase order. ☐ US Mail ☐ Fax

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

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

☐ Yes ☐ No. Is your company M/SBE certified with any of the following agencies?

- City of Tampa: [www.tampagov.net/minority-business-development](http://www.tampagov.net/minority-business-development)
- FL. Statewide & Inter-Local Certification: [www.tampagov.net/minority-business-development](http://www.tampagov.net/minority-business-development)
- Hillsborough County: [www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough/minorities-and-women](http://www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough/minorities-and-women)
- Florida State Minority Supplier Development Council: [www.fsmsdc.org/mbe.php#new-app](http://www.fsmsdc.org/mbe.php#new-app)
- City of St. Petersburg: [www.stpete.org/assistance/small\\_business\\_enterprise\\_program.php](http://www.stpete.org/assistance/small_business_enterprise_program.php)

## 4.2 SUBSTITUTE W-9 AND VENDOR INFORMATION FORM

To conform to IRS regulations for Form 1099 reporting, HCPS must have a Federal Tax Identification Number or Social Security Number in our files for ALL VENDORS and INDIVIDUALS receiving payments from HCPS; therefore, we request that you provide the following information. Notwithstanding, all inquiries regarding Ethnicity, Race, Gender or Business Certification/Designation are of a purely voluntary nature.

☐ New Request

☐ Change ☐ Name ☐ Tax ID ☐ Remit Address ☐ Other

**Legal Name** (as shown on your income tax return)

**Business Name**, if different from above

(use if doing business as (DBA) or enter business name of Sole Proprietorship)

**Primary Address** (for purchase orders)

PO Box or Number and Street, City, State, Zip + 4

### Remittance/Accounts Receivable Information

(if different from above) PO Box or Number and Street, City, State, Zip + 4

**Contact Name, Phone, Email** (accounts receivable)

**Taxpayer Identification Number (TIN)** Provide Only One

(If sole proprietorship, provide EIN, if applicable)

**Social Security Number (SSN) or Employer Identification Number (EIN)**

NOTE: Our standard payment terms are 45 days net.

Would you like to discuss "pay upon approval" terms? ☐ Yes ☐ No

Accepted Payment Types ☐ Check ☐ Visa ☐ ACH

**Certification:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number, and I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (including a U.S. resident alien), and The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

### Entity Designation (check only one type)

☐ Individual/Sole Proprietorship

☐ Partnership, ☐ C Corporation

☐ S Corporation

☐ Limited Liability Company – Individual

☐ Limited Liability Company – Partnership

☐ Limited Liability Company – Corporation

☐ Government Entity

☐ Estate / Trust

☐ Organization Exempt from Tax – Nonprofit (under Section 501 (a)(b)(c)(d))

### Exemption (See Instructions)

☐ Exempt payee code (if any)

☐ Exemption from FATCA Reporting Code (if any)

**Services Provided** ☐ Medical ☐ Legal

HCPS is committed to doing business with contractors, vendors and other suppliers who reflect the great diversity of our community. We encourage Small Business Enterprises to register with our Office of Supplier Diversity, (813) 635-1240. Please complete the following information:

**Service-Disabled Veteran** ☐ Yes ☐ No

**Small/Small Local Business Enterprise**

☐ Yes ☐ No

### Minority Classification

☐ African American, ☐ Asian American

☐ Caucasian Female, ☐ Hispanic American

☐ Native American

**Majority Owner's Gender** ☐ Female ☐ Male

**Certified/Registered Agency** (select most recent approval)

☐ FSMSDC (Florida State Minority Supplier Development Council)

☐ WBENC (Women's Business Enterprise National Council)

☐ City of Tampa, ☐ Hillsborough County

☐ State of Florida, ☐ Other

Printed Name

Title

Telephone Number

X

Signature

Date

Email Address

#### 4.3 BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

☐ If box is checked. Name of Vendor: \_\_\_\_\_ whose principal place of business is in the state of: \_\_\_\_\_

Vendor's Signature: X \_\_\_\_\_

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

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

(To be completed by the Attorney for an Out-of-State Vendor)

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

##### LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Vendor'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 Vendor's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: \_\_\_\_\_

##### LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Vendor's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Vendor's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: \_\_\_\_\_

\_\_\_\_\_  
Signature of out-of-state Bidder's attorney

\_\_\_\_\_  
Printed name of out of state Bidder's attorney

\_\_\_\_\_  
Telephone number of out of state Bidder's attorney.

\_\_\_\_\_  
Attorney's state(s) of bar admission.

\_\_\_\_\_  
Email of out of state Bidders' attorney

#### 4.4 STATEMENT OF QUALIFICATIONS

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

Has Proposer been declared in default of any contract?

☐ Yes ☐ No

Has Bidder forfeited any payment of performance bond issued by a surety company on any contract?

☐ Yes ☐ No

Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under?

☐ Yes ☐ No

Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

☐ Yes ☐ No

Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

☐ Yes ☐ No

Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

☐ Yes ☐ No

License Sanctions: List any regulatory or license agency sanctions. HCPS may perform a background check on any Bidder with all state and regulatory agencies.

☐ Yes ☐ No

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

#### 4.5 PAYMENT OPTIONS

☐ **P-Card** If box is checked, HCPS personnel may choose to use a P-card in place of a PO to make purchases from this solicitation. Unless exception is communicated to HCPS, the Contractor, by submitting a bid, agrees to accept the P-card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the P-card. Refusal to accept this condition may cause your bid to be declared as non-responsive.

I accept the Purchasing Card conditions stated in this solicitation. If yes, please check the level of reporting your firm offers its customers who utilize the P-Card:

<i>Level</i>	<i>Date</i>	<i>Supplier</i>	<i>Transaction Amount</i>	<i>Sales Tax</i>	<i>Customer-Defined Code</i>	<i>Line-Item Detail</i>
<input type="checkbox"/> <b>Level 1</b>	X	X	X			
<input type="checkbox"/> <b>Level 2</b>	X	X	X	X	X	
<input type="checkbox"/> <b>Level 3</b>	X	X	X	X	X	X

**Other Payment Options.** Please check one:

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

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

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

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

#### 4.6 DRUG-FREE WORKPLACE CERTIFICATION

HCPS shall provide tie bid preference 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 HCPS 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. HCPS shall establish procedures for processing tie bids if none of the tie bids have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 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 convicted employee.
- 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

#### 4.7 SCRUTINIZED COMPANY CERTIFICATION

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

This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

Have a material business relationship involving the supply of military equipment, or

Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or

Have been complicit in the genocidal campaign in Darfur.

This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

This Company is not engaged in business operations in Cuba or Syria.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]



#### 4.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). By signing and submitting this certification the potential contractor accepts the following terms:

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

(1) The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name of Potential Contractor

---

Name and Title of Authorized Representative.

X

---

Signature of Authorized Representative

---

Date

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, 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.

#### 4.9 TRUTH AND ACCURACY STATEMENT

The signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby:

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

states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and

certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

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

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

**4.10 BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM**

TO BE SUBMITTED WITH EACH BID EXCEEDING \$100,000

The undersigned Contractor certifies to the best of his or her knowledge that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

#### 4.11 SMALL BUSINESS ENCOURAGEMENT (SBE) PROGRAM LETTER OF INTENT

☐ If box is checked: The Office of Supplier Diversity (OSD) [www.sdhc.k12.fl.us/doc/list/office-of-supplier-diversity/about/25-117/](http://www.sdhc.k12.fl.us/doc/list/office-of-supplier-diversity/about/25-117/) registers vendors who desire to compete as part of HCPS' Small Business, Woman-Owned Business, Minority-Owned, and/or a Service-Disabled Veteran-Owned business. The SBE Program provides a means to measure the HCPS use of Tampa Bay area small businesses. As a result, HCPS contractors, staff, and Bidders are encouraged to utilize businesses registered with the OSD to assist HCPS in reaching its small business reinvestment objectives. HCPS expects participation of OSD-registered SBE vendors in the provision of commodities or contractual services. If third-party agreements are necessary for Contractor to complete the Contract, HCPS recommends using an OSD-registered SBE vendor. The Bidder must note that only those companies that are small or minority certified and meet HCPS' SBE Program criteria are eligible for participation and/or recognition in HCPS' SBE Program. A searchable vendor directory is designed to inform interested parties of registered vendors, at: [www.sdhc.k12.fl.us/doc/list/office-of-supplier-diversity/documents-forms/25-119/](http://www.sdhc.k12.fl.us/doc/list/office-of-supplier-diversity/documents-forms/25-119/). HCPS will accept only vendors who appear as a registered SBE on the website. The Bidder must submit with the bid a copy of the SBE's OSD certificate. The Bidder must indicate whether and how third-party vendors are incorporated into the bid. A Bidder who plans to utilize HCPS OSD vendor(s), either as secondary or tertiary sub-contractors, must provide evidence, below. The Bidder-submitted information shall be part of the Contract with HCPS and agrees to submit regular updates, as mutually agreed with the OSD Supplier Diversity Officer.

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

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

To be signed by each proposed SBE Subcontractor: The undersigned is currently an OSD-registered SBE who is prepared to perform the described provision of the commodities and contractual services relating to this ITB. The subcontractor understands that services are provided on behalf of the Contractor. HCPS is not responsible for any remuneration on behalf of, or monies owed by the Contractor.

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

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Contact Name, Address, & Telephone

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Name of Bidder/Prime Contractor

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Percentage (%) of Total Contract Dollars to Subcontractor

---

Description of Commodities and Contractual Services

---

Name of SBE Vendor Representative

---

Phone Number

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x

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Signature of Authorized SBE Representative

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Email Address

4.12 ADDENDA AND BID FORM

The signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

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

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

Addendum No.: 1	Dated: _____
Addendum No.: 2	Dated: _____
Addendum No.: 3	Dated: _____
Addendum No.: 4	Dated: _____
Addendum No.: 5	Dated: _____
Addendum No.: 6	Dated: _____
Addendum No.: 7	Dated: _____
Addendum No.: 9	Dated: _____

X  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

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

#### **4.13 ESTIMATED BUDGET**

Estimated yearly spend for the commodities and contractual herein are \$3,000,000, subject to the availability of funds. HCPS' performance and obligation to pay under this contract is contingent upon an annual appropriation by The School Board of Hillsborough County, Florida. The costs of commodities and contractual services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

#### **4.14 CONTRACT TERM/RENEWALS**

The Contract period will be for a one (1) year period with an option to renew for four (4) additional one (1) year periods as appropriations allow in the budget. Renewals shall be based on vendor performance and mutual agreement between HCPS and the Contractor to provide the identical services required under this Contract as outlined in the Scope of Work/Services and maintain the same terms, conditions, and cost structure as delineated herein. All renewals shall be in writing at least ninety (90) days prior to the termination of the current Contract period.

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

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

#### **4.15 MINIMUM QUALIFICATIONS**

The Bidder must provide and/or be compliant with all the below documentation. HCPS will not evaluate Bids that fail to provide the documentation below and shall deem the Bidder as non-responsible. Additionally, HCPS reserves the right to request documentation at any time during the agreement period. THE BIDDER MUST PROVIDE DOCUMENTATION TO PROVIDE PROOF OF THE REQUIREMENTS BELOW.

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

**4.15.2 Business References (Three).** The Bidder must submit the requested reference information with the Bid. HCPS may contact these references during the evaluation process and may utilize other references' information to predict the Bidder's capabilities. Negative references, in HCPS' sole discretion, may be cause for the Bidder's disqualification.

- Included references should be customers from the previous three (3) years; and
- Provide at least three (3) filled-in reference forms; and
- HCPS-Preferred references shall be in the following order:
  - School districts
  - Hillsborough County, Florida based references
  - State of Florida based references
  - Large municipalities or local governments
  - Private sector

**REFERENCE # 1.**

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Vendor Name

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Telephone #

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Contact Name

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E-mail Address

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Scope of Work Provided

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Contract/Project Dollar Value

**REFERENCE # 2.**

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Vendor Name

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Telephone #

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Contact Name

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E-mail Address

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Scope of Work Provided

---

Contract/Project Dollar Value

**REFERENCE # 3.**

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Vendor Name

---

Telephone #

---

Contact Name

---

E-mail Address

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Scope of Work Provided

---

Contract/Project Dollar Value

**4.15.3 Licenses/Permits/Business Tax.** The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid's due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of the Bid, agreement default, or, if not specifically stated in this solicitation, shall be cause for immediate termination and further sanctions.

**4.15.4 Proof of Insurance.** The Bidder must provide with the bid a copy of any policy evidencing the insurance coverages and limits required by the ITB. However, it does not constitute approval or agreement by HCPS that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance follow the requirements of the solicitation.

#### **4.16 THE JESSICA LUNSFORD ACT (JLA) BADGES (APPLICABLE UPON AWARD)**

☐ If box is checked. To comply with ss. 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", a Contractor meeting any of the three (3) criteria, below, upon award, must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department. Those Contractor's employees must have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site personnel will deny access to all Contractors violating this requirement. More information is available at [www.sdhc.k12.fl.us/doc/164/procurement-jla](http://www.sdhc.k12.fl.us/doc/164/procurement-jla).

- be at school when students are present, or
- have direct contact with students, or
- have access to or control of school funds. The only applicable exception is the "six-foot fence" rule where the Contractor shall perform work, and always remain, in an area separated from students by a chain link fence that is at least six (6) feet high.

#### **4.17 INSURANCE REQUIREMENTS (APPLICABLE UPON AWARD)**

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

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

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

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

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



Medical Payments.	\$5,000	\$5,000
General Aggregate.	\$1,000,000	\$2,000,000
Each Occurrence.	\$500,000	\$1,000,000

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

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

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

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

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

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

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

#### **4.18 SCOPE OF WORK/SERVICES**

HCPS is seeking Bids from experienced and qualified Bidders interested in providing the goods and services referenced herein. All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting HCPS actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by this Agreement.

In order to increase the efficiency of the HCPS Transportation Department, the awarded vendor(s) will be required to do the following:

- Provide sufficient new and rebuilt parts for trucks, buses, and vehicles to meet the requirements of HCPS Transportation Department, on as needed basis, for our just in time (JIT) Inventory and,
- Assist HCPS in determining industry nomenclature/descriptions, purchasing UOM's, and manufacturer's part numbers and,
- Keep abreast of new merchandise of interest to HCPS, as well as, any items identified as discontinued. Supply HCPS with an equal substituted item for all discontinued items. All substitutions are to be approved by the Procurement Department first and substitutions will only be allowed for items that have been discontinued by vendors' manufacturer and,
- If needed, have a local facility were items are available for pickup.

**4.18.1** At its discretion, HCPS may elect to purchase and maintain ownership of certain specialized items.

**4.18.2** HCPS reserves the right to add any items(s) to this bid as a permanent item at a set price, should HCPS have the need to stock the items at the Transportation Department warehouses.

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

**4.18.4** Out Of Scope. If the Contractor believes that any goods and services is not within the scope of work/services of the agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must notify the General Manager of Procurement Services, in writing, of this belief. If the General Manager of Procurement Services agrees that the goods and services is within the Contract's scope, as written, the Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. The General Manager of Procurement Services reserves the right to negotiate with the Contractor without completing the competitive bidding process for goods and services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

**4.18.5** Tasks. The required tasks are listed herein, including necessary resources, deliverables, quality of performance and project requirements that the Contractor must comply with during the provision of commodities and contractual services.

- Vendor must deliver product to four facilities.

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

SIGNATURE ACKNOWLEDGES THAT THE BIDDER HAS READ THE TERMS AND CONDITIONS HEREIN PRIOR TO SUBMITTING A BID AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS IN ACCORDANCE TO SAID TERMS AND CONDITIONS AND IS SUBMITTING WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

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Vendor's Name

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Signature of Bidder's Authorized Official

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Date

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Print Name and Title of Authorized Official

## **5 JUST-IN-TIME INVENTORY**

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HCPS Transportation Department will work with the awarded vendor throughout the contract period to determine the parts, supplies, and equipment to carry in inventory. This determination will be based on usage, fleet size, and critical need of the part, ordering specifications, turnaround time, or any combination of these factors.

The vendor shall have access to usage reports and will be able to offer suggestions based on usage, delivery time and/or availability. Prompt response requests for parts is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that impact response times will be mutually agreeable with the HCPS Transportation Fleet Manager and the Vendor.

**5.1.1 Quality:** The vendor shall provide stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. All hydraulic equipment, components, and parts must meet JIC and SAE specifications.

**5.1.2 Periodic Inspection:** HCPS reserves the right to inspect the quality of materials, supplies, and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected vendor for resale to HCPS will remain the property of the vendor until used by HCPS.

### **5.2 CUSTOMER SERVICE/DELIVERY**

Provide efficient and rapid customer response at all times. Rapid response shall include delivery to the end user(s) warehouses at all times, or other locations throughout the school district if the need should arise or in the case of an emergency. Delivery expectations:

**5.2.1** Delivery hours are Monday through Friday 7:00 AM to 5:00 PM. Warehouse stock deliveries are to be made within two (2) days of receipt of purchase order.

**5.2.2** Vendor is to notify HCPS within 24 hours of receipt of purchase order if unable to meet delivery requirements as noted above.

**5.2.3** Vendor must be able to provide delivery of non-stocked items within five (5) days of receipt of purchase order.

**5.2.4** Vendor must be able to provide emergency deliveries by start of business the day following request/receipt of purchase order to the designated location or warehouse.

**5.2.5** HCPS reserves the right to purchase parts and/or services from other sources if the vendor cannot obtain the desired part(s) by start of the next business day to procure parts immediately (for emergencies), if the vendor cannot supply the part(s) in an acceptable period.

### **5.3 GENERAL PARTS INFORMATION**

Original equipment quality parts, supplies, and equipment or the equivalent or better are required. HCPS Transportation Department reserves the right to purchase parts and other supplies that are not provided by the vendor within the timeframes specified, or that do not meet original equipment quality, or that are deemed inferior or unacceptable by the fleet facility.

**5.3.1** HCPS reserves the right to solicit repairs from any private vendor where said vendor may provide parts and/or labor for the repair of fleet equipment.

### **5.4 REBUILT/REFURBISHED OR RECYCLED PARTS**

HCPS requires that in every application, where reasonable and acceptable, the supplier provide retreaded, rebuilt, refurbished, recycled, or re-refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards, HCPS Transportation Department reserves the right, over the course of the contract period to determine which products must be new, refurbished, recycled, or retreaded.

### **5.5 CORE EXCHANGE**

The vendor shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, engine blocks, etc.

### **5.6 INVENTORY TRACKING**

All invoices, packing slips, or receipts shall contain specific tracking information, i.e. equipment number, reference

number, receiving employee name, parts quantities, part number and alpha description, price detail and any other data deemed necessary for effective accounting tracking.

#### **5.7 WARRANTY RECORDS**

The vendor shall maintain warranty records of items sold to the HCPS and issue any credits, including labor and parts, due the HCPS covered under these warranties.

## 6 BID RESPONSE FORM/PRICING SHEET

### 6.1 PRICING SHEET

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

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

☐ **Statement of Work or Quote.** The Bidder must supply Statement of Work or Quote for services (including timeline and payment information). The Statement of Work (SOW) or quote for services, as applicable, shall describe the framework within which the Contractor is expected to operate — that is, the work to be performed and/or the results to be achieved. The SOW should contain the following elements:

- Introduction & Background identifies the need for the work, cites the Contract’s goals, describes the location of the work, and identifies how the Contract work fits into the project/program’s mission and goals.
- Objectives are well-defined statements of the results to be achieved for the overall mission of the work to be accomplished. They should be quantifiable criteria that must be met for the work to be considered successful.
- Scope gives a brief description of what the work does and does not cover. It should be limited to what is necessary to convey the intent of the Contract. It may include an outline of the extent of the work, a brief overview of the steps of the project, a brief description of the methodology used, and a description of the location of the work.
- Tasks are activities and milestones to accomplish the Contract objectives. The Bidder may structure the work using milestones, deliverables, or processes. The following may be part of this section.
- Time Frame and Deliverables specifies timeframes applicable to the completion of tasks, milestones, and/or completion of the entire Contract and states what the Contractor is responsible for delivering during the work and at the end of the project, as applicable.
- Associated Costs specifies costs associated with all required tasks, including rates (hourly/flat) and fees (e.g. for travel, materials & supplies, and miscellaneous expenses).
- Signatures from Involved Parties should require signatures from HCPS and the Contractor, including titles/positions and date.

☐ The Bidder must provide a self-generated MS Excel spreadsheet with all applicable pricing and rates.

☒ The Bidder must provide an MS Excel spreadsheet (provided as a separate attachment or on VendorLink).

☐ The Bidder must provide prices for items in HCPS-provided later in this section.

**6.1.1 Delivery.** What is your company’s delivery time after receipt of order? \_\_\_\_\_.

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

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

**6.1.3 On-Line Ordering Information.** Please answer the following on-line ordering questions.

☐ Yes ☐ No. The Bidder can offer on-line ordering.

If yes, what is the URL? \_\_\_\_\_

☐ Yes ☐ No. The Bidder can customize Its website for the needs of HCPS at no additional charge.

If yes, how long would customization take? \_\_\_\_\_.

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

\_\_\_\_\_  
Vendor's Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

**EXHIBIT A: SAMPLE AGREEMENT**  
**HILLSBOROUGH COUNTY PUBLIC SCHOOLS**  
**CONTINUING SERVICES AGREEMENT**

This Hillsborough County Public Schools Continuing Services Agreement ("Agreement") is hereby entered into by and between The School Board of Hillsborough County, Florida, a body corporate and public, (the "Board") as the governing body of Hillsborough County Public Schools ("HCPS"), and **Contractor Name** ("Contractor") as of the date last signed below ("Effective Date"). HCPS and Contractor will collectively be known herein as "the Parties."

NOW THEREFORE, the Parties hereby agree as follows:

- 1. Award/Order of Precedence.** This Agreement is being entered pursuant to HCPS' Invitation to Bid ITB# **ITB number and name** ("ITB") to which Contractor was a bidder. This Agreement is subject to compliance with all the terms and conditions of the ITB and specifications set forth therein, as well as, any amendment or revision thereto, as applicable. The terms of the ITB and the Contractor's proposal in response to the ITB ("Contractor's Bid") are expressly incorporated into this Agreement. The terms of this Agreement, the ITB, and the Contractor's Bid are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents will control in the following priority: 1) Agreement; 2) ITB; and 3) Contractor's Bid.
- 2. Services.** HCPS hereby engages Contractor to provide the commodities and contractual services ("Services") as described in the ITB and Contractor's Bid incorporated herein by reference.
- 3. Term.** The initial term of this Agreement is **Click or tap here to enter text: [#]** year(s) beginning on **Click or tap to enter a date** the "Effective Date." Any renewals will be in accordance with the ITB.
- 4. Termination.** HCPS may terminate this Agreement with thirty (30) days' prior written notice to the other Party. HCPS shall be responsible only for payments still due to Contractor for services performed in accordance with this Agreement up to the time of termination.
  - a. Termination for Breach.** Contractor agrees to the use of liquidated damages in the event Contractor fails to perform in accordance with the provisions herein. On the occasion where Contractor is in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, HCPS may procure the necessary commodities and contractual services from an alternative source and hold Contractor financially responsible for any excess costs incurred. HCPS may deduct the difference between the proposed price of the commodity or contractual service and the actual price paid from any current or future obligations owed to Contractor. In addition, default will result in termination of this Agreement and a prohibition against future business with HCPS for a term of not less than two (2) years.
  - b. Non-Appropriation of Funds (Funding Clause).** HCPS' payment obligations are conditioned upon the availability of funds that are appropriated or allocated for the payment of commodities and contractual services. If such funds are not allocated and available, HCPS may terminate this Agreement at the end of the period for which funds are available and shall notify the Consultant at the earliest possible time before such termination. No penalty shall accrue to HCPS and shall not be obligated or liable for any future payments due or for any damages due to termination under this section.
- 5. Indemnification.** Contractor agrees to indemnify, hold harmless, and defend HCPS from and against all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or regarding the provisions of this Agreement.
- 6. Amount.** There is no minimum or maximum total contract amount guaranteed pursuant to this Agreement. HCPS will engage Contractor as needed on a project-by-project basis in accordance with the terms and conditions of the ITB.
- 7. Payment.** All accounting and invoicing correspondence must reference an HCPS purchase order number. HCPS complies with the Florida Prompt Payment Act (ss. 218.70-218.80, Florida Statutes). Invoice payment is Net 45 days from the date of delivery or the receipt of a proper invoice, whichever occurs last, unless invoices specify early payment discounts. All payments due and not made within the time specified by this section bear interest from

thirty (30) days after the due date at the rate of one (1%) percent per month on the unpaid balance. The Consultant must ensure that each invoice contains the following:

- Purchase order number. Contractor must not provide the commodities and contractual services without an HCPS-issued purchase order.
  - Contractor's contact information (phone number, shipped quantities, item descriptions, and units of measure).
  - Addressed to Hillsborough County Public Schools, Attn. Accounts Payable Department, P.O. Box 3408, Tampa, FL 33601-3408.
  - Include all provided commodities and contractual services provided during the invoice period.
- c. Service invoices.** Contractor must provide a duplicate invoice for all services, identified as a "duplicate" or "copy" to the ordering department or designated the hcps contact.
- d. Commodity Invoices.** Payment is on a per order basis.

**8. Jessica Lunsford Act.** Per §§ 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act" requires that Contractors who meet any of the three (3) criteria below must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards:

- be at school when students are present, or
- have direct contact with students, or
- have access to or control of school funds

The only applicable exception is the "six-foot fence" rule where the Consultant shall perform work, and always remain, in an area separated from students by a chain link fence that is at least six (6) feet high. The Consultant's employees will be required to have the statewide JLA badge and the HCPS yellow badge to access school sites. HCPS site personnel will deny access to the Consultant's personnel who violate this requirement. HCPS will not use the "in-line-of-sight" rule. All fingerprinting is through the HCPS Fingerprinting Department located at the Instructional Services Center, 2920 N. 40th Street, Tampa, FL 33605. If you have any specific questions regarding fingerprinting procedures or hours of operation, please call (813) 840-7178, or go to [www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp](http://www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp) for additional information

**9. Amendments.** Any changes, amendments, or modifications to this Agreement must be in writing and signed by both parties to be effective.

**10. Assignment.** Contractor may not, without the advance written approval of HCPS, assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of this Agreement.

**11. Public Records Law.** Contractor acknowledges that this Agreement and all documents submitted to HCPS related to this Agreement are a matter of public record and are subject to the State of Florida Public Records Law Ch. 119 F.S., Art. I s. 24, of the State Constitution, and any other comparable federal laws. Contractor further acknowledges that HCPS may post this Agreement on HCPS' website. Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If Contractor is acting on behalf of HCPS pursuant to § 119.0701, Florida Statutes Contractor shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law, and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and



- can provide all electronically stored records in a format that is compatible with HCPS' information technology systems

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: [PRR@SDHC.K12.FL.US](mailto:PRR@SDHC.K12.FL.US).**

- 12. Force Majeure.** No default, delay, or failure to perform on the part of the either Party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; epidemics; pandemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost because of the excused default, delay, or failure to perform.
- 13. Notice.** When either Party desires to give notice to the other, such notice must be in writing, sent by email, U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:
- |  |   |
|--|---|
| <p>If to HCPS:</p> <p>Corey A. Murphy, General Manager<br/>Procurement Services<br/>901 East Kennedy Boulevard<br/>Tampa, Florida 33602<br/>Phone: (813) 272-4374<br/>Email: corey.murphy@hcps.net</p> | <p>With a copy to:</p> <p>Department contact, title<br/>Department<br/>Address 1<br/>Address 2<br/>Phone: (813) 999-9999<br/>Email: Email</p> |
| <p>To Consultant:</p> <p>Contact name and title<br/>Address 1<br/>Address 2<br/>Phone: (999) 999-9999<br/>Email: Email</p>   |   |
- 14. No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of HCPS and Contractor, and their respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15. Statement of Assurance.** Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. Contractor shall comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of this Agreement.
- 16. Assignment.** Contractor shall not assign, sublet, or otherwise dispose of, without prior written consent of HCPS, any portion of services or responsibilities under this Agreement.
- 17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a "PDF" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.
- 18. Governing Law & Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action

involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the authority of the State courts of the Thirteenth Judicial Circuit of Hillsborough County, Florida or to the authority of the United States District Court for the Middle District of Florida. Each Party agrees and admits that the state courts of the Thirteenth Judicial Circuit of Hillsborough County, Florida or the United States District Court for the Middle District of Florida shall have authority over it for any dispute arising under this Agreement.

**19. Authority.** Each person signing on behalf of the Parties to this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.

By their duly authorized signatures below, the Parties hereby enter into this Agreement:

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date written below.

**Contractor's legal name**

**The School Board of Hillsborough County, Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board Chair

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date