

**FINANCE DIVISION
PROCUREMENT SERVICES
REQUEST FOR PROPOSALS
TRADES**

July 2, 2021

Solicitation Number and Name. 21089-MST-KJ Camera & Access Control Systems

Replaces: 0016091-RFP

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 competitive solicitation for the goods and services in Section 5. TAB 2. SPECIFICATIONS.

Questions Due Date. Wednesday, July 21, 2021 at 12:00 PM (Noon)

Bid Due Date. Wednesday, July 28, 2021 at 3:00 PM

Estimated Award Date Wednesday, September 21, 2021

Bid Submittal. ELECTRONIC COPY SUBMITTAL. PROPOSER MUST SUBMIT THEIR BID VIA UPLOAD at WWW.MYVENDORLINK.COM. HCPS no longer accepts paper submittals. The Proposer is solely responsible for submittal of their Proposal through VendorLink no later than the time and date specified in the solicitation or subsequent addenda. The Proposer must allow adequate time to upload their submittal on VendorLink. The Proposer is responsible to contact VendorLink technical support at 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 Proposals submitted via any other means. The Proposer must transmit their Proposal electronically via VendorLink at www.myVendorLink.com. Acceptable file formats for upload are Microsoft Excel (XLS or XLSX), Adobe Portable Document Format (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. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each Proposer 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 Proposer for failure to comply with this condition. For technical support contact the Vendor Registration Helpdesk via email at 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 HCPS employee or 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 Board.

Notice. Failure to file a protest within the time prescribed in s. 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. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to this solicitation and to each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the "Proposer") submitting a response ("Proposal"), to have assented to these conditions by the act of responding to this solicitation and acceptance of a request for purchase via duly issued purchase order (PO). 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, appendix, attachment, exhibition, and the solicitation. Unless specifically stated, the terms and conditions in this solicitation are nonnegotiable. HCPS may reject any Proposal that fails to accept the stated terms and conditions as "non-responsive."

1.1 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 "School Board"), a public corporation existing under the Laws of the State of Florida, is the policy-making body of HCPS. The School Board consists of seven members elected by geographic area. Among other duties, the School 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 School Board, who is responsible for all financial transactions and records of HCPS.¹

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.

1.1.3 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.
- **Contract.** The term "agreement" or "contract" includes this competitive solicitation, all related addenda and answers to questions via www.myVendorLink.com, the Proposal, all mutually agreed amendments, and subsequent renewals covering the provision of goods and services herein.
- **Competitive Solicitation.** The term "competitive solicitation" shall be defined for the purposes of this rule to include purchasing made through the issuance of this invitation to negotiate (competitive solicitation).
- **Contractor.** The term "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; it currently has 48 titles.
- **Procurement Officer.** HCPS contracting personnel, as identified in the cover sheet of all competitive solicitations.
- **Project Coordinator.** An HCPS Project Coordinator (the "Coordinator") will be assigned to oversee all assigned work for adherence to projected schedules and quality of work from the start date through project completion.

¹ Current information provided by the Communications and Media Officer on 01/07/2020.

- **Proposer.** “Proposer” shall include those vendors submitting a proposal to this competitive solicitation.
- **Renewal.** A renewal allows for the continued contracting with the same contractor for an additional contract period after the initial term of the contract, only if pursuant to contract terms specifically providing for such renewal.
- **Request for Proposals.** Per 6A-1.012(1)(e) Purchasing Policies, shall be defined as a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for HCPS to specifically define the scope of work for which the goods, group of goods and services is required and when the school board is requesting that a responsible vendor propose a good, group of goods, or service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- **Services/Work.** References to “services” or “work” are used interchangeably to identify the HCPS-assigned task or project
- **Small Business Enterprise (Woman/Minority/Service-Disabled Veteran Owned Business) (SBE).** An HCPS Office of Supplier Diversity certified small, woman, minority, disabled veteran-owned small business enterprise.
- **Subcontractors.** Proposer understands that, as a prime contractor, said contractor is responsible for all actions taken by its subcontractors and shall bare all liability for the subcontractors’ action under the Agreement. HCPS must pre-approve each subcontractor and must follow all of Contractor’s requirements herein. All Contractor’s requirements and references to Contractor herein shall apply to all HCPS approved subcontractor(s). The subcontractor includes any organization whom Contractor utilizes for the provision of goods and services subject to the Agreement. The Contractor must notify HCPS for prior approval as to the use of any subcontractor. The subcontractor must adhere to Contractor’s obligations and 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.
- **Vendor.** The term “vendor” shall apply to any business entity or organization that sells goods and services to achieve certain commercial goals.
- **VendorLink (www.myVendorLink.com).** The electronic bidding system used to solicit and receive competitive solicitation responses for HCPS. Contact the Vendor Registration Helpdesk via email at support@eVendorLink.com for additional registration questions.

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 “Proposer”) submitting a bid response (“Proposal”), 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, 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."

1.2 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) that may affect the provision of goods and services covered herein. The Contractor’s lack of knowledge shall not be a cause for relief from responsibility.

1.2.1 Governing Law, Jurisdiction, and Venue. The Agreement 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.

1.2.2 The Jessica Lunsford Act (JLA). Per ss. 1012.465 and 1012.467, F.S., the "Jessica Lunsford Act," a Contractor who meets any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department, or where designated by HCPS. Those Contractor's employees are required to be in possession of the statewide JLA (blue) badge and the HCPS (yellow) badge to access HCPS sites. Site personnel will deny access to a Contractor who violates this requirement. The following exemptions may apply:

- A law enforcement officer, as defined in s. 943.10 (1), if assigned or dispatched to HCPS grounds by their employer.
- An employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing services within the scope of part III of chapter 401 on behalf of such ambulance provider.
- Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height.
- Non-instructional contractors who provide pick-up or delivery services and those services involving brief visits on school grounds when students are present.

1.2.3 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. It shall be the sole responsibility of each Proposer to review this solicitation on VendorLink. HCPS will not mail tabulations, recommendations, or notices.

A Proposer who wishes to file a bid protest must file such notice and follow procedures prescribed by s. 120.57(3), F.S., 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 s. 120.57(3)(b), F.S., 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 School Board in an amount of five (5%) percent 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 School Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the School 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, F.S.

1.2.4 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.

1.2.5 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.

1.2.6 Fair Labor Standards Act (“Hot Goods”). The proposer certifies that the production of the provided goods and 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.

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

1.2.8 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.

1.2.9 Public Records Laws. The Contractor acknowledges that the Agreement and all documents submitted to The School Board of Hillsborough County, Florida related to the 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. The Contractor further acknowledges that HCPS may post the Agreement 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, F.S., 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.

1.2.10 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.

1.2.10.1 Statement of Assurance. The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Agreement. 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.

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

1.2.11 Vendor Sanctions. The Proposer 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 the Agreement 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.

1.2.11.1 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 goods and services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a vendor(s), supplier, subcontractor(s) or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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."

1.2.11.2 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 goods and services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list.

1.2.11.3 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.

1.2.11.4 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.

1.2.11.5 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 goods and 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 goods and 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.

1.3 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 Proposal, 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 Proposer'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 a contract nor obligate HCPS to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a contract.

1.3.1.1 Submittal Confidentiality. Pursuant to s. 119.071(1) (b) 2, F.S., 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.

1.3.1.2 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.

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

1.3.1.4 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.

1.3.1.5 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 goods and services under a contract, entered into pursuant to law by any other political subdivision, such authority existing within Hillsborough County may purchase the goods and 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 County
- City of Plant City
- City of Tampa
- City of Tampa Housing Authority
- City of Temple Terrace
- Hillsborough Area Regional Transit
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Hillsborough County Clerk of Courts
- Hillsborough County Property Appraiser
- Hillsborough County Sheriff
- Hillsborough County Supervisor of Elections
- Hillsborough County Tax Collector
- Office of the State Attorney, Hillsborough County, FL
- Tampa Hillsborough Expressway Authority
- Tampa Palms Community Development
- Tampa Sports Authority

1.3.2 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)

1.3.2.1 Termination for Convenience. HCPS shall have the right to terminate the Agreement, 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 the Agreement without cause, HCPS shall compensate the Contractor for all satisfactory goods and 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 the Agreement until the date of the termination specified in the written notice of termination. The Contractor shall have no further rights, and HCPS shall have no further obligation to the Contractor, after the date of termination of the Agreement as specified in the written notice. HCPS may discontinue the provision of goods and services to any HCPS site as it deems necessary, that portion of the contract shall be void for the said site.

1.3.2.2 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.

1.3.2.3 Termination for Cause. HCPS will periodically inspect goods and services to ensure that the Contractor meets all requirements. HCPS reserves the right to terminate the Agreement for cause, which shall include without limitation the Contractor's failure to comply with any provision of the Agreement. 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 goods and services not meeting specifications contained herein and the Contractor shall cease with the provision of goods and services. In such event, HCPS shall pay the Contractor only for satisfactory goods and services. The Contractor and its sureties may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.

- If Performance Security Was Required. HCPS may elect to execute the performance security as liquidated damages.
- If Performance Security Was Not Required. The Contractor shall pay HCPS, as liquidated damages, an amount equal to 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 fifteen (15) 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. Upon contract cancellation, HCPS reserves the right to award the contract to the lowest responsive, responsible Bidder (ITB only) or the responsible Proposer(s) offering the next highest rated Proposal for the unexpired term of the Agreement or publish a new competitive solicitation, as deemed to be in HCPS' best interest.

1.3.2.4 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.

1.4 CONTRACTOR'S OBLIGATIONS

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

1.4.1 Non-Collusion. The Proposer shall certify by completing and executing a Non-Collusion Affidavit, attached hereto as Non-Collusion Affidavit in Section 3. Required Forms, that they are not related to any of the parties bidding in the competitive solicitation, and that the Proposal is genuine and not a sham or is collusive or made in the interest of or on behalf of any person not named in the Non-Collusion Affidavit. The Proposer must also certify that they have not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing. The Proposer shall further certify that they have not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

1.4.2 HCPS Procurement Policy (6320). HCPS Procurement Policy (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.

1.4.3 Subcontractors. The Contractor is responsible for performance and meeting all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The 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.

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

1.4.5 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.

1.4.6 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.

1.4.7 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.

1.4.7.1 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.

1.4.7.2 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.

1.4.7.3 Invoice Submittal. The Contractor shall submit an original invoice to 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.

1.4.7.4 "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.

1.4.7.5 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.

1.4.7.6 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.

1.4.7.7 Excess Funds. A Contractor who receives funds paid by HCPS under this Agreement shall 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.

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

1.4.7.9 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.

1.4.7.10 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.

1.4.8 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 the Agreement (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 the Agreement.

For such audits, inspections, examinations, and evaluations, the HCPS authorized representative shall have access to the records from the effective date of the Agreement, for the duration of the work, and until five (5) years after the date of

the Contractor's final payment pursuant to the Agreement. All payments which cannot be documented as paid as required by the contract and found not to follow the provisions of the Agreement, 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.

1.4.9 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 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 School 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.

1.4.10 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 goods and services under this Agreement.

1.4.10.1 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.

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

1.4.10.3 Tobacco Products. Per Board Policy 7434 - Tobacco-Free Environment, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco. HCPS prohibits the use of tobacco within any indoor facility owned, leased, contracted for, or used by the School Board, including outdoor areas (practice fields, playgrounds, athletic fields, stadiums, venues, and all open areas owned, leased, contracted for, or used by the School Board. HCPS also prohibits the use of tobacco by a passenger in any vehicle owned or operated by the School Board, including, but not limited to, school buses, vans, trucks, station wagons, and cars.

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

1.4.10.5 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.

1.4.10.6 The 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.

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

1.5 HAZARDOUS MATERIALS

THIS SECTION APPLIES TO ALL VENDORS WHOSE GOODS AND 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 goods and 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 the Agreement 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.

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

1.5.1.2 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.

1.5.1.3 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.

1.5.1.4 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.

1.5.1.5 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.

1.5.1.6 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).

1.5.1.7 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.

1.5.1.8 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.

1.5.1.9 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.

1.5.1.10 Unsafe Conditions. The Contractor will:

- perform work under the terms of the Agreement 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.

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

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

The minimum warranty on product shall be one (1)-year. The Contractor shall warrant and guarantee all goods and 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 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.

1.6 DATA

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

1.6.1 Web Content Accessibility. If the online services will be used by:

- If to 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.
- If to 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.

1.6.2 Data Re-Use. The Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. 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.

1.6.3 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.

1.6.4 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.

1.6.5 End of Agreement Data Handling. The Contractor agrees that upon termination of the Agreement 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 the Agreement or within seven (7) days of the request of an agent of HCPS, whichever shall come first.

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2. PROPOSER INSTRUCTIONS

2.1 VENDORLINK (WWW.MYVENDORLINK.COM/)

To conduct business under this solicitation, HCPS requires that proposers have a current vendor application on file with www.myVendorLink.com. HCPS may rescind an award for failure to comply with this condition. To view solicitation documents, firms must register with VendorLink.

2.1.1 Questions. A Proposer with additional questions regarding this solicitation or a related document(s) may submit a written request for clarification to the solicitation at www.myVendorLink.com no later than the "last day to request additional information or clarification". Any interpretation to a Proposer shall be via written addenda posted on VendorLink prior to the proposal 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.

2.1.2 Addenda. Those interested in responding to and receiving addenda to this solicitation, or any other HCPS procurement opportunity, must log on to VendorLink and select "active bids", search for the solicitation, and download the document(s). Downloading the document will enter your email address as a participant and will provide notifications and updates for the solicitation. Each Proposer must, prior to submitting the proposal, determine whether addenda were issued via VendorLink and, if so, to download and respond accordingly to such addenda.

2.2 PRE-SOLICITATION CONFERENCE

If applicable, HCPS may conduct a pre-solicitation conference (attendance may be mandatory or voluntary, as required by HCPS) to explain the procurement requirements. The conference will be held long enough after the competitive solicitation has been issued to allow Proposers to familiarize themselves with the competitive solicitation, but sufficiently before the due date to allow consideration of the conference results in preparing their proposals. Nothing stated at the pre-proposal conference shall change the competitive solicitation unless a change is made by written addenda. HCPS may provide additional information on the competitive solicitation coversheet or addendum via www.myVendorLink.com.

2.3 PROPOSAL SUBMITTAL

The Proposer is solely responsible for the on-time delivery of the Proposal via www.myVendorLink.com. No mailed hardcopies will be accepted. HCPS will not review proposals prior to the due date and time.

2.3.1 Submittal Delays. Possible delays to the last day for questions or the submittal due date may involve the following, without limitation:

2.3.1.1 Questions/Due Date Extension. HCPS reserves the right to amend the solicitation due date prior to the originally posted due date, via www.myVendorLink.com.

2.3.1.2 Weather Conditions. Should weather conditions require HCPS to close its offices on the proposal 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.

2.3.2 Responsiveness. A responsive Proposal is one that meets the requirements of the competitive solicitation, including the provision of all documentation, supporting exhibits, on-time submission, and all required signatures. Failure to comply with these requirements may deem the proposal as non-responsive.

2.3.2.1 Uploaded Proposal Format. The proposal must be electronic and organized as specified to maintain comparability and consistency in the evaluation process. Avoid elaborate promotional materials and provide only requested information. All supporting materials should reference the portion of the competitive solicitation to which they pertain.

2.3.2.2 Variance from Terms. Proposer must indicate in its proposal 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.

2.3.2.3 Discrepancies. HCPS is not responsible for discrepancies or inconsistencies provided in the proposal. HCPS may reject any proposal it deems as non-responsive.

2.3.2.4 Forms. Unless otherwise specified, proposers must use the form(s) furnished by HCPS. Failure to do so may be cause for rejection of the Proposal.

2.3.2.5 Missing Attachments/Documents. The Proposal must include all required attachments and requested documentation. HCPS will not review proposals 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 proposal. Proposer shall promptly provide said documents prior to School Board submittal and/or award.

2.3.2.6 Signatures. An officer or employee having the authority to bind the company or firm must sign the proposal, in ink.

2.4 PUBLIC INSPECTION OF PROPOSAL

HCPS will provide a Proposer's contact person with written notice if a public records request has been made for a confidential portion(s) of Proposer's proposal to the solicitation. HCPS will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its proposal or if a dispute exists as to whether such portions are entitled to an exemption, Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by Proposer of any applicable exemption or confidential status of the requested materials. By submitting a proposal to this competitive solicitation, Proposer agrees to waive any cause of action or claim for damages it may have against HCPS for its release of records in response to a public record request other than those that are prepared and labeled as confidential or exempt as described in this section. Proposer agrees to hold HCPS harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon HCPS's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse HCPS for any attorney fees and costs it may incur in the defense of such non-disclosure.

2.4.1 Trade Secret. If applicable: Note that all "trade secret" information submitted in response to this competitive solicitation shall be submitted in compliance with ss. 119.07 F.S., and 812.081 and shall be submitted in a separate file and so named. A failure by Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the competitive solicitation shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law. If challenged, Proposer who submits the trade secret information shall bear all costs associated with defending their position.

2.4.2 Joint Proposal. HCPS will recognize a single Proposer as the primary contractor, should multiple Proposers submit a joint proposal in response to the competitive solicitation. If offering a joint proposal, the Prime Contractor must:

- include the name and address of all parties of the joint proposal; and
- provide all bonding and insurance requirements, execute the contract, complete the proposal, and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer shall be acceptable; and
- be responsible for performance of services associated with response to this solicitation and overall contract administration; and
- preside over other Proposers 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.

2.5 EVALUATION PROCESS

Procurement Services shall forward only those on-time responsive and responsible proposals to an assigned HCPS Evaluation Committee (the "Committee") for further evaluation. HCPS will not evaluate non-responsive/responsible proposals. The Committee may consist of HCPS personnel and additional stakeholders who will review, discuss, and rank the proposals. Procurement Services personnel will participate as facilitators.

HCPS will prefer to contract with those Proposer(s) that are in full compliance with the provided terms and conditions stipulated in this solicitation. However, after allowance for any deviations, a proposal with alternatives may be considered. HCPS cautions proposers to indicate all restrictive deviations from the desired terms and conditions.

HCPS will select the proposal(s) deemed to be in its best interest and shall be the sole judge and final arbiter of its own best interest, the evaluation of submissions, and the resulting negotiated agreement.

HCPS advises Proposer that, if HCPS deems that it is in receipt of an adequate number of proposals, HCPS may choose to evaluate proposals as submitted and require no additional clarifications and/or information. Proposer should provide complete and thorough proposals, including Proposer’s most favorable terms.

HCPS reserves the absolute right to choose to cancel this competitive solicitation or reject proposals at any time prior to an award and without further discussion.

2.5.1 Evaluation Criteria. HCPS’ Evaluation Committee will rank Proposals based on the below-stated summarized Weighted Criteria.

DESCRIPTION	WEIGHT
<p>2.5.1.1 Preliminary Phase. HCPS intends to perform a side-by-side comparison of like proposals. Procurement Services shall perform the preliminary phase upon initial proposal screening, this phase shall be pass or fail, as determined by Procurement Services. Procurement Services will review the proposals as to whether:</p> <ul style="list-style-type: none"> • all required forms are signed and submitted; and • does proposer meet the minimum requirements; and • whether the information provided is in the required sequence. 	Pass/Fail
<p>2.5.1.2 Evaluation Phase. Procurement Services may negotiate the proposed terms, conditions, and costs with the highest-ranked Proposer prior to approval by the School Board. If Procurement Services is unable to reach acceptable terms with a highest-ranked Proposer, HCPS may seek to reach acceptable terms with the next highest-ranked proposer and recommend a contract with said proposer. HCPS may continue the process until an agreement is reached or until the termination of the solicitation process. HCPS will select the proposer whose proposal HCPS determines best meets HCPS’ needs, based on the requirements and evaluation criteria set forth herein. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is a key factor in the determination of the selected Proposal. HCPS reserves the right to award the proposal under the most beneficial economic terms for HCPS. The weighted selection criteria will include the following:</p>	
<p>Tab 1. Qualifications and Experience. This section shall provide HCPS with information as to Proposer’s experience and qualifications with the related goods and services. Proposer shall demonstrate the vendor’s ability to:</p> <ul style="list-style-type: none"> • meet the minimum experience requirements; and • provide adequate business references; and • employ adequate staff requirements; and • have ready access to resources to provide all goods and services; and • provide adequate business references including proposer’s, and associated subcontractors’ background including professional qualifications, experience, current technical staffing levels, and the number of existing continuing service contracts (with client list). Clearly identify any similar contracts currently in-place with other school districts or Florida based government entities. 	25
<p>Tab 2. Specifications/Scope of Work. This section shall provide HCPS with information as to the Proposer’s understanding of the required scope of work (tasks and service levels). Proposer shall demonstrate the vendor’s ability to:</p> <ul style="list-style-type: none"> • provide deliverables within the required timeframe; and • (if applicable) provide a timeline and milestone payment information for the completion of deliverables; and • identify Proposer’s customer service procedures; and 	30

- proposer’s response time detailing the ability to respond to service calls from point to point specifically explaining the location from where the service technicians will be dispatched.

Tab 3. Cost/Best Value. The price proposal shall be evaluated to determine overall best value. **35**

Tab 4. Utilization of HCPS-registered Small Business Enterprises. Procurement Services, based on the submitted information on the “SBE Subcontractor Utilization Letter of Intent,” will award SBE points based on the percentage of the projected dollar spend with HCPS-registered OSD vendors. Points shall be allocated based on the percentage of total HCPS dollars, as follows: **10**

0 points: 0% to 24%, 1 point: 25% to 49%, 2 points: 50% to 74%, 3 points: 75% to 99%, and 4 points: 100%

2.5.2 Oral Presentations. Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

2.5.3 Tie Proposals. Tie Proposals that are identical in the Evaluation Committee scoring and meet all the requirements and criteria set forth in the competitive solicitation. If this should occur with the highest-ranked Proposals, priority for award shall be given to vendors in the following sequence:

- Business that certifies that it has implemented a drug-free workplace in accordance with the provision s. 287.087, Florida Statutes.
- Office of Supplier Diversity certified small business vendor.
- Small/business certified by a governmental entity in Hillsborough County.
- Small/business certified by a governmental entity in the Tampa Bay area.
- Florida certified small/business.
- Business located in Hillsborough County.
- Business receiving the larger dollar award on other items within the bid.
- Business located in Florida.
- Flip of a coin.

2.6 NEGOTIATIONS (BEST AND FINAL OFFER “BAFO”)

Procurement Services may request a BEST AND FINAL OFFER (BAFO) and/or negotiate the proposed terms, conditions, and rates with the highest-ranked Proposer(s) prior to submittal to the School Board. HCPS may seek to reach acceptable terms with any Proposer or terminate discussions as it deems to be in its best interest. HCPS may continue the process until it reaches an agreement or until termination of the process. For Single Negotiations, HCPS negotiates with the top ranked Proposer after. For Concurrent Negotiations, HCPS negotiates simultaneously with two or more top ranked proposers after Phase 1. Negotiations continue simultaneously until a ‘best and final offer’ is reached resulting in a satisfactory Agreement.

2.7 AWARD

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

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

2.7.3 Rejection of All proposals (§§ 119.07(1) F.S. and 24(a), Article I of the State Constitution). HCPS may reject proposals submitted in response to this competitive solicitation and shall remain exempt from §§ 119.07(1) F.S. and 24(a), Article I of the State Constitution, until HCPS provides notice of an intended decision concerning the reissued

solicitation or until HCPS withdraws the reissued solicitation, not to exceed twelve (12) months from the date of the Notice of Rejection.

2.8 CONTRACT

This solicitation, all provisions of the awarded Proposal deemed acceptable by HCPS, and a best and final offer shall be incorporated as the contract and become legally binding.

2.8.1 Notice of Intent to Award/Rejection. HCPS will post a Notice of Intent to Award/Rejection to enter into one or more contracts with Proposer(s) identified therein, on www.myVendorLink.com.

2.8.2 No Contract until Execution. A notice of intent to award under this competitive solicitation shall not constitute or form any contract between HCPS and a Proposer. No contract is formed until such time as Proposer(s) and HCPS formally execute or award a contract.

2.9 PURCHASE ORDER

Award by the School Board shall not constitute an order. The Contractor must receive an HCPS purchase order prior to the provision of any product or service. Shipments shall be as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

[INTENTIONALLY BLANK]

3. REQUIRED FORMS

3.1.1 Contact Information & Certification. The Proposer 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 GM shall serve as the HCPS representative.

3.1.1.1 Local Contact Information.

Matt Wurthner	COO
Account Representative Name	Title
4412 W Osborne Ave, Tampa, FL 33614	
Local Address	
813-569-1000	813-431-5394
Phone Number	Cell Phone Number
mwurthne@gsasecurityinc.com	813-961-2380
Email Address	Fax Number
X	
Signature of Owner or Authorized Officer	

3.1.1.2 Corporate Information.

Matt Wurthner	813-569-1000
Representative's Name	Telephone Number
GSA Security Inc	
Company Name	
4412 W Osborne Ave, Tampa, FL 33614	
Principal Place of Business Address	
PO Box 24227, Tampa, FL 33623	
Remit-To Address (if different from above)	

Corporation Sole Proprietor/Partnership Limited Liability Corp.

FEIN or SS# 20-2553468 Other. _____

Preferred method to receive purchase order. US Mail Fax

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

The Proposer must provide evidence of compliance with s. 448.095, F.S. Evidence may consist of, but not limited to, providing notice of the Contractor's E-Verify number or attach the certificate to the Proposal.

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
- FL. Statewide & Inter-Local Certification: www.tampagov.net/minority-business-development
- Hillsborough County BOCC: 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
- City of St. Petersburg: www.stpete.org/assistance/small_business_enterprise_program.php

[INTENTIONALLY BLANK]

3.1.3 Substitute W-9. 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)
 GSA Security Inc

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
 4412 W Osborne Ave
 Tampa, FL 33614

Remittance/Accounts Receivable Information
 (if different from above) PO Box or Number and Street, City, State, Zip + 4
 PO Box 24227 Tampa, FL 33623

Contact Name, Phone, Email (accounts receivable)

Taxpayer Identification Number (TIN) Provide Only One
 (If sole proprietorship, provide EIN, if applicable)
 20-2553468

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 Proprietor
 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

Hillsborough County Public Schools 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)

- City of Tampa
 FSMSDC (Florida State Minority Supplier Development Council)
 Hillsborough County
 State of Florida
 WBENC (Women's Business Enterprise National Council)
 Other

Matt Wurthner	COO	813-569-1000
Printed Name	Title	Telephone Number

	7/27/2021	mwurthne@gsecurityinc.com
Signature	Date	Email Address

3.1.4 Business References. The Proposer must submit **THREE REFERENCES WITH THE PROPOSAL**. HCPS may contact these references to predict quality of goods and services. False references, in HCPS' sole discretion, may be cause for Proposer's disqualification. DO NOT IDENTIFY HCPS AS A REFERENCE.

- Included references should be customers from the previous three (3) years; 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, and the private sector.

Business References Form (Three). In response to this Hillsborough County Public Schools' competitive solicitation, Proposer (Proposer Name): GSA Security Inc states that have provided similar goods and services to your firm. Please respond as to the quality of the provided goods and services. Return this form as soon as possible to the firm for proposal submittal. The filled-in references are due with their proposal.

Referenced Firm's Name

Address

Contact Person

Email Address

Phone Number

Yes No: Would you use this contractor again?

Yes No: May we contact you with additional questions?

Total Dollar Amount of Contract: \$ _____

Performance Rating: Excellent = 4, Good = 3, Fair = 2, Poor= 1, or N/A

DESCRIPTION OF PERFORMANCE

RATING

Overall Technical Performance. The Contractor's overall demonstrated technical performance.

Partnership. The Contractor's ability and attention to the quality of outcomes.

Responsiveness. The Contractor's ability to follow instructions, handle complaints, and communicate with customer's staff.

Efficiency. The Contractor's overall effectiveness in planning, scheduling, monitoring, and problem solving.

Uniformity of Goods/Service Reliability. The Contractor's timely delivery and uniform quality of provided goods and services.

Key Personnel/Management. The Contractor's ability to provide quality personnel and project oversight.

Overall Experience. Overall customer experience.

Additional Comments.

Contact Person Signature

Date

3.1.7 Non-Collusion Affidavit.

STATE OF Florida

COUNTY OF Hillsborough

I state that I Matt Wurthner, COO of GSA Security Inc
(Name and Title) (Name of Proposer)

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

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

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

GSA Security Inc
Company Name

Matt Wurthner
Print Name

Signature

7/27/2021
Date

3.1.8 Payment Options.

3.1.8.1 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:

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

3.1.8.2 Net 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 discount. 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

COO

Title

Matt Wurthner

Print Name

7/27/2021

Date

[INTENTIONALLY BLANK]

3.1.9 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 goods and services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. HCPS shall establish procedures for processing tie 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 goods and 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 goods and services that are under the Agreement, 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

COO

Title

Matt Wurthner

Print Name

7/27/2021

Date

[INTENTIONALLY BLANK]

3.1.10 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, F.S. 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

COO

Title

Matt Wurthner

Print Name

7/27/2021

Date

[INTENTIONALLY BLANK]

3.1.11 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.

GSA Security Inc

Name of Potential Contractor

Matt Wurthner, COO

Name and Title of Authorized Representative.

X

7/27/2021

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. 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 Nonprocurement 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.

3.1.12 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

Matt Wurthner

Print Name

COO

Title

7/27/2021

Date

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3.1.13 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 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

Matt Wurthner

Print Name

COO

Title

7/27/2021

Date

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3.1.14 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 goods and services are to be rendered.

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

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

- Addendum No. 1 Dated: 7/14/2021
- Addendum No. 2 Dated: 7/15/2021
- Addendum No. 3 Dated: 7/23/2021
- Addendum No. 4 Dated: 7/23/2021
- Addendum No. 5 Dated: _____
- Addendum No. 6 Dated: _____
- Addendum No. 7 Dated: _____
- Addendum No. 9 Dated: _____

X

Signature
Matt Wurthner

COO

Print Name

Title

7/27/2021

Date

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4. TAB 1. QUALIFICATIONS AND EXPERIENCE

4.1 QUALIFICATION SUMMARY

The Proposer shall provide a summary of their qualifications including related skills and market strengths. If applicable, include subcontractor qualifications. Provide information regarding past working relationships on similar projects. In this section also include the following:

4.1.1 Key Personnel. Identify key personnel and provide biographical information (resumes) pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members' professional qualifications). Finally, when a service call is placed, provide the address from which each key personnel member will be dispatched.

Matt Wurthner, RCDD,ACP. Site Surveys and Technical Pre-Sales Meetings. Ted Zartman, Project Manager.

Jason Ball, ACP, BICSI Technician, Genetec Certified 22+ years Experience. Ted Zartman, ACP, Exacq Certified, and Genetec Certified, 10+ years Experience and Lead Programmer for HCPS to 10+ Years.

Daniel Holt, Exacq Certified 5+ Years Experience. Tyler Sharay, Exacq Certified 5+ Year Experience

Francis Crespon-Martinez, Exacq Certified 2+ year Experience, Chris Erazo, Exacq Certified, 2+ Years Experience

Brandon Wallech, ACP and Exacq Certified 7+ Years Experience. Danny Sacco, ACP and Exacq Certified, 7+ Years Exp

Gerard Johnson, Exacq Certified, and 3+ Years Experience, Yahn Ramos, 2+ Years Experience.

Address Dispatched: 4412 W Osborne Ave, Tampa, FL 33614.

4.1.2 Technical Staff. The Proposer must provide the number of technical personnel employed and how many will be available to support HCPS. Provide the address from which each technical staff member will be dispatched.

Address Dispatched: 4412 W Osborne Ave, Tampa, FL 33614. Qty 13 Technical Personnel Employed and available to Hillsborough County Public Schools.

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

Quantity 3, Bucket Trucks for aerial work. Qty 1, 32' Scissor Lift. Qty 3, Level 3 Cable Testers. Qty 2, Fusion Splicers

Qty 2, OTDR Fiber Testers. Qty 12, Work Trucks and Vans. Qty 1, Backhoe for underground utility work.

Qty 1 Aerial Lasher. Qty 1 Hammerhead Underground Pneumatic Missle, Towable Compressor.

Qty 2, Portable Generators.

4.2 MINIMUM QUALIFICATIONS

With the proposal, the Proposer must provide all the requested documentation. HCPS may deem Proposals lacking the requested documentation as non-responsive. Additionally, HCPS reserves the right to request documentation at any time during the contract period. To receive a fair evaluation, the Proposer must:

- be currently licensed and provide proof of the required experience; and
- submit a responsive Proposal. A non-responsive Proposal (fails to meet minimum qualifications) will not be evaluated; and
- provide proof that the Proposer is currently authorized by the State of Florida to provide the goods and services herein.

4.2.1 www.myVendorLink.com. HCPS requires that the Proposers have a current vendor application on file at www.myVendorLink.com. Proposer shall provide a printout of the submitted profile.

4.2.2 Experience. The Proposer shall have been in the provision of the required goods or services herein for a minimum of three (3) years and shall provide proof along with the Proposal (including but not limited to articles of incorporation, business tax receipts...). Failure to provide said proof may be grounds for rejection of Proposal. Proposers must prove validity of the stated documents to be in effect at the time of Proposal due date. HCPS will not award on assumptions that a granting of a license will occur at a future date.

4.2.3 Licenses. If applicable, the Proposer must be in possession of and submit proof of any required occupational licenses, business tax receipts, Articles of Incorporation, sunbiz.org report. The Contractor shall conform to all Federal, State, City, and HCPS Safety Department Standards and OSHA Safety Regulations during the performance of the Agreement. Any fines levied, due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

Required Certifications and Representations: Provide a signed copy of the representations and certifications below.

- Vendor shall have design and installation training with certifications of competence, which includes employing at least one Building Industry Consulting Service International (BICSI) and one Registered Communications Distribution Designer (RCDD) on staff for the duration of the agreement with proof. The RCDD shall be involved with all projects from the start through its completion. If, at any time during this agreement, the vendor does not have an RCDD involved with a project, vendor shall be in default of the agreement.
- Vendor must have and provide a copy with their proposal submission both a current Florida Electrical Contractors License (ES or higher) and current certification as an Exacq Select Reseller.

The Contractor shall conform to all Federal, State, City, and HCPS Safety Department Standards and OSHA Safety Regulations during the performance of the Agreement.

Any fines levied, due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.

4.2.3.1 Authorization To Do Business In The State of Florida. Foreign corporations and foreign limited partnerships must provide proof of authorization to do business in the State of Florida. Domestic corporations must be active and in good standing in the state of Florida. Proposer must provide proof of registration on www.sunbiz.org unless Contractor is solely providing goods via mail.

4.2.4 Proof of Insurance. The Proposer may provide with the proposal a copy of any policy evidencing the insurance coverages and limits required by the competitive solicitation. However, it does not constitute approval or agreement by HCPS that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are following the requirements of the solicitation. Proof of insurance shall preferably be in the form of an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance. All policies of insurance under this Agreement shall include as certificate holder and additional insured, "Hillsborough County Public Schools 901 East Kennedy Boulevard Tampa, Florida 33602."

4.2.5 Additional Equipment/Resources. Explain how Contractor will obtain access to equipment needed, if not currently in their possession, in order to respond to a Priority 1 service call or on an emergency/non-standard hour request.

4.2.6 Inspection of Facilities. HCPS reserves the right to inspect a Proposer's facilities and assets prior to contract award.

4.2.7 Subcontractors. The Proposer understands that, as a prime contractor, said contractor is responsible for all actions taken by its subcontractors and shall bare all liability for the subcontractors' action under the Agreement. HCPS must pre-approve each subcontractor and must follow all of the Contractor's requirements herein. All of 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 the Agreement. The Contractor must notify HCPS for prior approval as to the use of any additional subcontractor. The Proposer must describe all responsibilities that the Proposer anticipates assigning or subcontracting, identify all subcontractors and describe how the Proposer will manage these subcontractors. The Proposer is directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

4.2.7.1 List of Subcontractors and Material Suppliers. The Proposer states that the following is a complete list of the proposed subcontractors and material suppliers on the Agreement and the class of services to be performed by each, and that such list will not be added to nor altered without written consent of HCPS. Use additional sheets as necessary.

Subcontractor Name	Services to be Provided
Not Applicable	

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5. TAB 2: SPECIFICATIONS

Proposer must read and respond to this section in its entirety and may supplement this section with additional pages as to provide HCPS with a more detailed breakdown, backup and/or options of related costs associated with the solicited goods and services.

- The Proposer 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 cost associated with the solicited goods and services.
- The inability or denial expressed in a Proposal, or omission in the Proposal, to offer to comply or conform with the technical requirements of this Section of the solicitation may result in deductions in the allocation of points by the Evaluation Committee.
- Proposer must acknowledge agreement and understanding with the requirements of the intent of the Scope of Work of this solicitation and provide reports or samples, as applicable. The Proposer must note any deviations from the specifications. Detailed descriptions and/or illustrations are required with your Proposal for consideration. Clearly indicate any exceptions to the Scope of Work of the solicitation or provide an alternative.

5.1 ESTIMATED BUDGET/CONTRACT AMOUNT

To pay for goods and services according to the conditions herein in an amount not to exceed \$500,000 subject to the availability of funds. HCPS' performance and obligation to pay under the Agreement is contingent upon an annual appropriation by The School Board of Hillsborough County, Florida. The costs of goods and services paid under any other contract or from any other source are not eligible for reimbursement under the Agreement.

5.2 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 period 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 the Agreement 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.

5.2.1 Prices/Rates. All prices/costs/fees/charges offered herein shall be firm against any increase for the initial term of the contract, unless mutually agreed, or as stated otherwise in this solicitation or addenda. The Contractor bears the responsibility to notify Procurement Services no less than sixty (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, the Producer Price Index information, Consumer Price Index for the affected market, industry, goods, and/or manufacturer's price list. 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 may remain firm for at least one (1) year or as stated in a written, mutually signed renewal letter. The increase shall not exceed the applicable industry index.

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

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

5.3 AWARD

This solicitation may be awarded to a sole Proposer, a primary and a secondary Proposer, or to predefined "Maintenance Area(s)" (see Tab 3. Cost/Best Value or MS Excel price sheet, to the highest-ranked responsive and responsible Proposal(s) who best meet the terms and conditions of this solicitation. Additionally, HCPS reserves the right to make multiple awards, award by groups, types, or categories, item by item or lump sum, whichever may be in HCPS' best interest.

A Proposer may Propose on each preferred Maintenance Area. The Proposer may not split a Maintenance Area or propose on less than the total listing of facilities and schools for each Maintenance Area. HCPS reserves the right to

change the number of schools within any Maintenance Area during the Agreement period. Any additional schools shall be serviced at the same rate/cost bid herein. HCPS Maintenance Areas are defined as follows:

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

HCPS may award the Agreement to three (3) distinct primary Vendors. The highest-ranked Proposer in each area shall be considered primary (the "Contractor") and may receive the largest volume of work. The second highest-ranked Proposer (the "Secondary Contractor") will serve as a backup and should the Contractor not be available to meet the required timeline and/or performance level. HCPS reserves the right to procure services from the Secondary Contractor for the following reasons, without limitation:

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

5.4 SCOPE OF WORK

HCPS intends, through this solicitation, to identify qualified Contractor(s). The provision of goods and services under the RFP include, but not limited, to the provision of all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the requests in accordance with the specifications herein. This section identifies HCPS' desired services and levels of performance. Proposers shall indicate a response to ALL service requirements and specifications contained in the following sections in the order listed using the same numbering system.

The scope of work encompasses existing and future camera and access control systems including, but not limited to the, installation, maintenance, repair, and modification of camera and access control system equipment at various District sites. The current systems are Exacq Vision and Axis which are mainly IP, however there are a few analog cameras still in use.

- This service requires vendors to provide all labor, equipment, and miscellaneous supplied; and
- HCPS will provide system components and repair parts; and
- HCPS reserves the right to request vendors to provide all necessary equipment and repair parts, on a case basis; and
- HCPS expects to provide all system specific components or repair parts for the covered system, including cables and conduits.

Other necessary miscellaneous supplies including but not limited to: electrical tape, cable ties, staples, assorted screws and bolts, wire nuts, short runs of jet line, etc. are to be provided by the vendor and included in the prices proposed on the Response Form.

Vendor agrees that all work described in this proposal shall be done with minimal inconvenience to HCPS property and personnel. The time that normal HCPS operations are interrupted must be minimal and shall be coordinated with an assigned HCPS Communications and Electronics Department (C&E) designee or from the department that issued the purchase order.

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 commodities and contractual services required by the contract.

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

5.4.2 Alternative Proposal. If submitting an alternate Proposer, the Proposer must identify the alternative proposal as “alternative proposal”). Summarize your approach and understanding of the services and any special considerations of which HCPS should be aware. The Proposer shall:

- describe specific details of the proposed development methodology that it shall provide as part of this solicitation; and
- address each of the requested items in conjunction with the scope of work description presented in the Scope of Services section of this solicitation; and
- provide a timeline for the provision of goods or services including payment information.

5.4.3 Changes In Scope Of Work. HCPS may order changes in the required goods 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 Agreement.

If Contractor believes that a product or service is not within the scope of work of the Agreement, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the General Manager of Procurement Services agrees that the product or service is within the Agreement’s scope, as written, Contractor shall continue providing the goods or services as changed and at the cost stated for the product or service within the scope. Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The General Manager of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for goods or services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

The parties may not expand the Scope of Work beyond the terms on the issued purchase order without prior approval of the HCPS Project Coordinator. The Contractor shall provide a written estimate of labor and materials to the requesting department within 24 hours for any services beyond the quoted scope of work and purchase order. HCPS must provide the Contractor an amended or additional purchase order prior to the provision of the additional goods and services. Verbal confirmation is not an acceptable as permission to proceed.

5.4.4 General Requirements.

An HCPS-authorized representative or Project Coordinator will be assigned who will oversee all assigned work for adherence to projected schedules, as well as quality of work from the start date through project completion. All work is subject to inspection throughout the life of the project and prior to submittal of final payment.

All services shall be approved by the HCPS-authorized representative or Project Coordinator, no exceptions. All changes or alterations will require written approval by HCPS authorized representative or Project Coordinator.

No work shall proceed under any circumstances unless authorized by the project coordinator, and the Contractor has received a MR from the appropriate maintenance department, and a purchase order (PO) from the district’s Procurement department.

An estimator shall meet with the HCPS authorized representative or Project Coordinator to evaluate conditions and provide an estimate at no cost to HCPS for repairs based upon his set fees.

The Contractor may be required at times to meet the HCPS Coordinator or designated at job site to verify information, requirement, make recommendations or take measurements at no additional cost to HCPS.

Contractor will assist HCPS in identifying the best repair considerations for each project. The Contractor shall determine the quantities of material required for each project.

All materials, products utilized and work performed in the installation, maintenance, extension and alteration of any and all work within or adjacent to any structure must conform to all applicable codes and shall fully conform to the current Florida Building Code, in addition to any applicable local, state, and Federal regulations and codes and any HCPS requirements. Contractor must abide by all State of Florida Statutes.

Contractor shall ensure all service work for HCPS, materials, installation, maintenance, preparation, extension and/or alteration of any and all projects, within or adjacent to any HCPS structure shall comply with all current Florida Building Codes, Federal regulations and codes as well any City, County or State requirements or approved HCPS specifications and/or drawings.

Provide a firm cost for requested work, prior to issuance of a purchase order for the work.

If Contractor is unable to respond, HCPS has the right to contact the next lowest Contractor for repairs. Repeated failure to provide delivery as specified shall constitute default and will be grounds for termination of any contract based on this bid.

Billed labor charges shall be based on an hourly rate and will include compensation for labor, tool/equipment use, travel time, and any other incurred costs or fees to the supplier. The rate is straight time for all labor except as otherwise noted herein.

No overtime will be permitted without written permission from the Project Coordinator. Labor hours paid in quarter (1/4) hour increments, and limited to the hours on the site

Work completion: Work will not be considered complete until a copy of the maintenance request (MR) is signed by the site HCPS authorized representative or Project Coordinator.

Contractor shall supervise and direct all work, using their best skill and attention. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this contract and assume liability for each project assigned. Contractor shall assume liability for each assigned project.

Contractor shall have enough personnel, materials, transportation, and an adequate inventory of tools and equipment to perform work. Contractor shall be held responsible for all on-site supervision, scheduling, receiving, storage, and placement of all materials.

Contractor shall provide a responsible, knowledgeable, English speaking work site Supervisor/Representative, always, who has decision-making authority.

Contractor shall be responsible to HCPS for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the work under this contract with the Contractor.

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

5.4.4.1 Attendance at HCPS Meetings: Vendors are required to attend bi-annual meetings of approximately one hour in duration, with HCPS's C&E Department at 4805 East Dr. Martin Luther King Jr Blvd, Tampa. Meeting dates and times will be determined later, and written notice of meetings shall be provided one week prior to the event.

5.4.5 Specific Requirements.

5.4.5.1 Vendor shall have demonstrable design and installation training with certifications of competence. Provide a signed copy of the representations and certifications including but not limited to those referenced below. This includes but is not limited to employing at least one **Building Industry Consulting Service International (“BICSI”)** and one **Registered Communications Distribution Designer (“RCDD”)** on staff for the duration of the agreement and able to provide proof. The RCDD shall be involved with all projects from the start through its completion. If, at any time during this agreement, the vendor does not have an RCDD involved with a project, vendor shall be in default of the agreement.

Vendor shall have design and installation training with certifications of competence, including, but not limited to:

- Must be Exacq “Elite” or “Select” Resellers.
- Have minimum of three (3), Exacq Certified Reseller Trained Technicians.
- Have a minimum of two (2), Axis Certified Professionals (ACP)
- Be an Axis Certified Channel Partner for a minimum of two (2) years.
- Have and provide proof of a current Florida Electrical Contractors License (ES or higher)
- The necessary number of technicians needed to complete all projects on time.
- Assigned technicians must be capable of troubleshooting, repairing, and installing the equipment systems (Exacq and Blade Server experience a plus)
- Technicians must also be familiar with HCPS policies as stated within this proposal.

5.4.5.2 Vendor will utilize the appropriate workers to accomplish the task based on the scope of the service request. HCPS will not reimburse vendor for additional helper/trainee assigned solely for the purpose of training or efficient crew sizing.

5.4.5.3 All programming changes made to equipment shall be submitted to HCPS’s C&E within twenty-four (24) hours of the change

5.4.5.4 Vendor understands all work described in this specification shall be done with the least inconvenience to the sites / property. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with HCPS’s C&E staff.

5.5 CUSTOMER SUPPORT SERVICES

5.5.1 Communications. The Contractor must provide a means to receive direct communications from HCPS 24 hours per day, 7 days per week. Contact means shall be by phone or e-mail. When contact is made, Contractor must respond within 30 minutes of contact.

Emergency Contact

Name: Matt Wurthner

Title: COO

Telephone: 813-569-1000 Cell #: 813-431-5394 Fax: 813-961-2380

E-Mail Address: mwurthne@gsecurityinc.com

Address: 4412 W Osborne Ave, Tampa, FL 33614

5.5.2 Internal Policies Section: In this section or on a separate sheet of paper, include the following information:

- Do you have a line of credit for emergency purchase? If yes, what is the amount?
- Describe your environmental, safety, and emergency programs.
- Describe your business process flow.
- Describe your emergency response plan.
- Describe your site cleanup procedures.

- Submit documentation of your Hazardous Material Disposal Program.
- List a range of activities or services your firm has previously provided and which you are currently engaged.
- List how many years of experience your firm has in providing services requested in this RFP.
- List all current and active licenses, certifications, permits, etc. held to provide services requested in this RFP.

5.5.3 Business Plan: On a separate sheet of paper, explain in detail how this agreement will be managed. Include the members of the proposed contract team by name, the team member’s active role, how each team will be organized and managed when responding to a service, installation call, specify staffing levels for each task/subtask and each team member’s percentage of participation on each task/subtask. Identify subcontractors and sub-constants listing their specific tasks.

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

5.5.4.1 Work Order Reprints. If a work order needs to be reissued (under a new workorder) or reprinted. Vendor must avoid duplicate requests for payment. If vendor receives a duplicate payment, vendor shall return all monies immediately to HCPS.

5.5.5 Initial Diagnosis Authorization. Vendors must secure authorization to begin work on requests that are expected to require more than \$500 in material expenses, from an HCPS C&E technician or supervisor. Vendors must also seek approval to proceed prior to exceeding these limits, on work initially expected to be completed within these established limits.

Under the Not-to-Exceed quote, the vendor shall be paid for actual labor and material costs up to the quoted amount.

- Emergency Orders: Vendor must be able to receive emergency orders throughout the day. Vendors must either be willing to return to HCPS’s C&E to pick up the work order or be willing to receive the work via facsimile.
- If work order is completed on site, the principal or designee must sign the work order. If work order has been completed without need to visit site (remotely), work order can be signed by the project manager or designated C&E representative.
- Work Order Status: Vendor must respond to HCPS’s C&E regarding the status of outstanding work orders, within one hour of a request for status.
 - Work Order Completion: Vendor must note the following for proper completion of the work order:
 - Date of Work,
 - Name of Technician(s),
 - Hours Charged, including arrival and departure time on HCPS campus,
 - Description of Work Performed,
 - List of Materials Used (included both HCPS-supplied and vendor-purchased materials, and
 - Cost of Materials: Receipts or other documentation supporting material costs must be attached to the work order. Upon fulfillment of the service request, the vendor will deliver, or fax, the work order to HCPS, by the next business day.

Work will not be considered complete until a copy of the WO, signed by the site supervisor/designee where the work was performed, is provided to C&E. Project is not complete until any damages incurred have been repaired and site is clean and to the satisfaction of HCPS. The complete and signed WO shall be delivered or faxed to C&E Department within twenty-four (24) hours of completion.

5.5.6 Service Hours. Service is called for only between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding HCPS holidays, unless otherwise specified. The Contractor must schedule assigned work to NOT interfere with normal school arrival and dismissal times (the contractor must confirm arrival and dismissal times for each worksite).

- **Priority 1.** The Contractor must be on site to provide services within 4-hours of notification and shall work continuously until completion of the repair services as the project may involve incidents that result in the outage of essential function of the facility.
- **Priority 2.** The Contractor must restore the use of the affected services 5:00 p.m. on the 10th business day following issuance of the work order. The project may include outage(s) of non-essential functions of the facility.
- **Priority 3.** The Contractor must restore the use of the affected services by 5:00 p.m. on the 15th business day following issuance of the repair order by HCPS. The project may involve a new installation.

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

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

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

HCPS may require repairs sooner than the above timeframes. If the Contractor is unable to meet the requirement for immediate service, HCPS reserves the right to obtain service from another source, without adverse consequences.

Failure to commence or complete work in accordance with the specified timeline is cause for HCPS to cancel the PO and re-issue a PO to an alternate source. Such repeated failures shall constitute default and will be grounds for termination of any contract based on this solicitation.

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

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

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

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

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

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

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

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

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

5.5.13 Work Order Service Requirements. HCPS required delivery and performance times, for goods and services to be provided under the Agreement, are described herein. The Contractor will notify an HCPS authorized representative or Coordinator within 24 hours of receipt of purchase order if service requirements will not be met as specified.

If the work does not commence or is not completed by the timelines established herein, HCPS reserves the right to terminate the order and issue the order to another Contractor. Repeated failure to commence or complete work within the prescribed times shall constitute a default and will be grounds for termination of the Agreement.

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

5.5.14 Onsite Safety Requirements. While performing services for HCPS, the Contractor shall be responsible for any damages caused by the Contractor's employees to HCPS or adjacent property. The Contractor must not drive heavy equipment onto sidewalks, patios, decorative stones, athletic tracks or fields, etc. If concerns are raised about excessively wet conditions on grassy areas, the Contractor is must contact the appropriate HCPS authorized representative or Coordinator for recommendations or workarounds prior to commencing the work. The Contractor

must show reasonable attempt to avoid damage to HCPS property under all conditions. Any damages, including damage to finished surfaces and spilled paint, resulting from the performance of the Agreement shall be repaired and/or cleaned to HCPS authorized representative or the Coordinator's satisfaction at the Contractor's expense. HCPS shall incur no costs for damage repairs.

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

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

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

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

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

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

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

The Contractor must report to the HCPS authorized representative or Coordinator any damage found prior to any work at job sites.

The Contractor shall be responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work sites.

A Project is not completed until incurred damages, if any, have been repaired and the worksite is cleaned to the satisfaction of HCPS' authorized representative or Coordinator.

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

5.5.14.3 Oversight/Quality Of Services. An HCPS Project Coordinator (the "Coordinator") will be assigned to oversee all assigned services (work) for adherence to projected schedules and service quality throughout the project's progression to completion and submittal of final payment. HCPS will periodically inspect work completed or in process to ensure compliance with the requirements of the Agreement. If the requirements herein are not satisfactorily maintained, HCPS shall require the Contractor to correct any discrepancies, inconsistencies, or faults immediately at no additional cost. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein will result in termination of the Contractor's right to proceed with the agreement. The Contractor and its sureties may be liable to HCPS for any additional costs incurred by HCPS to complete the Agreement. Henceforth, the Contractor shall be in default and the Agreement subject to termination and

further sanctions. Re-inspections or post inspections are to be completed within three (3) business days of contact by the Maintenance Department. If repairs have not corrected deficiencies as instructed by the inspection report, the Contractor will have 24 hours to return to the facility to repair or correct any such deficiencies as per the inspection report.

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

- all services including modifications of required services requires the Coordinator's written approval; and
- the Contractor must be in receipt of a maintenance request ("MR") from the appropriate maintenance department and a purchase order (PO) from HCPS' Procurement Services; and
- services are not complete until a copy of the maintenance request ("MR") is signed by the Coordinator; and
- the Contractor shall be solely responsible and assume all liability for the supervision, direction of all work, and for all means, methods, techniques, sequences, and procedures, and coordination of all services under the Agreement; and
- the Contractor shall be responsible for all scheduling, receiving, storage, and placement of all materials; and
- the Contractor shall ensure that enough personnel, materials, means of transportation, and an adequate supply of tools and equipment to perform the services.
- the contractor shall provide a responsible, knowledgeable, English-speaking worksite supervisor or representative, who has decision-making authority, always; and
- the Contractor shall be solely responsible to HCPS for the acts and omissions of their subcontractors, agents, employees, and any other persons performing any services under the Agreement; and
- the practice and materials utilized in the work within or adjacent to any structure must conform to all current Florida Building Codes in addition to any applicable local, state, and Federal regulations and codes and any HCPS requirements. Contractor must abide by all State of Florida Statutes.; and
- the Contractor will assist HCPS in identifying the best repair considerations, determine materials, and the quantities thereof for each project; and
- the Contractor shall be solely responsible for the cost and disposal of all construction debris at an authorized landfill. No materials may be disposed on adjacent or other non-authorized property. The Contractor shall keep the premises free of debris and unusable materials resulting from their work. As work progresses, or upon request by the HCPS authorized representative or Coordinator, the Contractor shall remove such debris and materials from the property. HCPS dumpsters shall not be used. HCPS will charge the Contractor for pickup and dump fee should the Contractor violate this paragraph.
- An estimator shall meet with the HCPS authorized representative or Coordinator to evaluate conditions and provide an estimate at no cost to HCPS for repairs based upon his set fees.
- The Contractor may be required at times to meet HCPS Coordinator or designated at job site to verify information, requirement, make recommendations or take measurements at no additional cost to HCPS.
- The Contractor will assist HCPS in identifying the best repair considerations for each project. The Contractor shall determine the quantities of material required for each project.
- Provide a firm cost for requested work, prior to issuance of a purchase order for the work.
- If the Contractor is unable to respond, HCPS has the right to contact the next lowest Contractor for repairs. Repeated failure to provide delivery as specified shall constitute default and will be grounds for termination of any contract based on this solicitation.

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

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

All photos must be date-stamped and submitted to the HCPS Maintenance Department email or to the Coordinator at time of invoicing, along with sign in/out sheets (APPENDIX B: HCPS CONTRACTED SERVICES VERIFICATION FORM (CSVF)) and invoice backup for all provided goods and services.

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

5.5.16.1 Florida Building Codes – Permit Requirements. Per s. 553.79, Florida Statutes, (www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&url=0500-0599/0553/Sections/0553.79.html) it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency. S. 489.105, F.S., Definitions describes what is required and what is exempt from permits <https://www.flsenate.gov/laws/statutes/2012/489.105>.

5.5.17 Warranty. The Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Contractor knows of the HCPS' intended use, the contractor shall warrant that the goods and services are suitable for that intended use.

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

5.5.18 Billing For Goods And Services.

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

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

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

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

- provide a firm cost for requested work, prior to commencement of the work; and
- agree that the scope of work shall not be expanded beyond original work order without approval of the project coordinator. The Contractor must provide a revised written estimate of labor and materials within 24-hours for any additional work. Verbal confirmation is not an acceptable authorization to work, except in health, life and safety situations (emergency). If an emergency exists, the contractor may begin the work with verbal authorization from the project coordinator with the understanding that a written estimate of labor and materials will be sent to the appropriate maintenance department within 24-hours; and
- accept that the Contractor’s inability to timely respond is cause for HCPS to contact the next lowest (alternate) Proposer for repairs; and
- accept that repeated failure to provide the estimates or work shall constitute default, and be cause for termination of the Agreement; and
- provide billed labor rates based on the proposed hourly rate inclusive of all labor, tool/equipment use, travel time, and any other incurred costs or fees; and
- not charge for overtime or premium rates without prior written authorization from the Coordinator; and
- charge for labor hours in quarter (1/4) hour increments and limited only to onsite hours.

5.5.18.5 Written Quotes. The Contractor shall perform an inspection of the subject property. Inspection should be appropriate for the appraisal problem. Questions regarding the quote for scope of work should be resolved in the written quote prior to issuance of a work order and subsequent purchase order. Any latent issues should be promptly reported to HCPS before work is to move forward. Once accepted, the quote for scope of work form is to be signed by both the contractor and the project coordinator.

Work Orders and Purchase Orders require the Coordinator’s approval prior to issuance of payment. Written quotes for proposed scope of work must include the following minimum information (when applicable):

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

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

5.5.18.7 Competitive Lump Sum for Service. For services anticipated to exceed Ten Thousand (\$10,000) Dollars, HCPS may solicit competitive lump sum pricing from additional contractors for a pre-defined scope of services. HCPS shall request the Proposer to investigate and identify the required labor hours and resources and indicate any

exceptions or exclusions with their submitted price. For all awarded services obtained pursuant to a request for competitive lump sum pricing, HCPS shall may make full payment of the lump sum amount upon satisfactory completion of the work.

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

5.5.19 Accounting And Invoicing. In accordance with the Florida Prompt Payment Act (ss. 218.70-218.80, F.S.). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify 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. All invoices shall contain the purchase order number, the Contractor's name, phone number, quantities, item descriptions, units of measure, and addressed to:

Accounts Payable Department
Post Office Box 3408
Tampa, Florida, 33601-3408

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

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

- Company name, address and contact, email address, telephone and fax number
- HCPS' bill-to department and contact information
- HCPS' purchase order number(s): All accounting and invoicing correspondence must reference a HCPS PO number. HCPS may generate Individual purchases via blanket or multiple POs against the contract as item(s) are required.
- HCPS' proposal number
- HCPS' item number per billable line-item: No charge or fee will be paid on a submitted invoice without a provided HCPS item number for the provided goods and services, etc. that are to be submitted for payment. Failure to comply with these requirements will stimulate the return of invoice and the HCPS Contracted Services Verification Form to the Contractor for adjustment.
- Site name and location
- Invoice number and date
- Payment terms
- Date(s) of service
- Description of purchase (product or services). Invoice will show detailed description of all work performed, including actual quantity of proposal items completed.

- Pricing per unit of purchase
- Extended price
- The Contractor’s invoice copy for cost-plus parts, products, and items invoice must show material cost by item and include a copy of material receipts for cost plus pricing as applicable.
- Packing slips MUST be included with all shipments (including direct ship) and must include the PO number, Lawson number and part number(s) for all products shipped.
- Total amount due.
- “Duplicate” or “Copy” Invoice. All service contracts require a duplicate invoice, identified as a “duplicate” or “copy” to the ordering department or designated project leader.

5.5.20 Materials Management

- **Inventory Management:** HCPS will provide Camera and Access Control system components and repair parts, conduit, and cable. Materials can be picked-up from HCPS Communications and Electronics Department at 4805 East Martin Luther King Blvd. HCPS may require that Contractors pick up HCPS furnished materials from local distribution centers or suppliers
- **Non-Availability of Parts:** When parts are not available from HCPS, vendor will make every possible effort to obtain parts from any other authorized dealer and/or manufacturer in order to ensure that maintenance and/or repairs are made within the required time limits.
- **Paperwork:** Vendor shall submit an Equipment Received/Returned Form to request any needed materials to HCPS’s C&E.
- **Salvage Materials:** Vendor shall be required to return all defective parts replaced by the vendor with the completed WO. When vendor is issued the HCPS parts and materials, vendor shall not receive credit for use of these materials until the replaced parts are returned. A credit will be taken by HCPS via a subsequent invoice for the value of parts and materials issued if the salvage items are not returned within five (5) business days after project completion. For new installations and additions, vendor must annotate the reason the defective parts are not returned on the work order.
- **Product Standards:** HCPS shall make the determination as to whether any alternative product or service is or is not “equal” and such determination shall be final and binding on all Proposers.
- **Product/Service Availability:** All products, equipment, merchandise, and miscellaneous materials proposed and/or order must be the latest manufacturer’s model and design.

5.5.21 Penalty Provision: HCPS will periodically inspect work completed or in process to assure the requirements of this agreement are met. If requirements, specified herein, are not satisfactorily maintained, the vendor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to HCPS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in terminations of the vendor’s right to proceed further with this work. The vendor and his sureties may be liable to HCPS for any additional costs incurred by HCPS to complete the job. The vendor shall be considered in default and the agreement subject to termination.

- **Performance Failure:** Vendor’s failure to fulfill the project scope may be cause for HCPS to confiscate onsite materials to complete project. Excess materials will be returned upon project completion.
- **Damages to HCPS Property:** Vendor will be held responsible for any damages incurred to HCPS facilities, if found to be the fault of the vendor, its employees, or subcontractors. Examples of damages the following are examples are, but not limited to broken windows; damaged wallboard, ceiling fixtures, paint, and floor coverings; broken ceiling tiles; etc.) Requests for service are not complete until HCPS has approved repairs to all damages and all debris

removed. HCPS shall not be charged for any repairs for damages, labor, or materials. HCPS is not responsible for payment until all repairs are made to the satisfaction of HCPS.

Technical Manuals: Vendor shall provide a complete set of manuals and all related documents for all components included in the system, substitute items prior to approval, upon installation including a diagram showing the details of the installed system and key system components

Requirements for Inventory Parts

5.5.21.1 Vendor is to have the ability to research parts and supplies for specialty equipment or special circumstances from both OEM and aftermarket sources.

5.5.21.2 Vendor is required to keep abreast of new merchandise of interest to HCPS as well as any items identified as discontinued.

5.5.21.3 *Part Numbers:* Contractor will assist HCPS in determining industry nomenclature or description, units of measure, and manufacturer's part numbers on items purchased for inventory.

- Possess sufficient inventory parts to meet the refurbishing needs of the District
- Always provide efficient and rapid customer response via phone or email 12 hours per day, 5 days per week
- Notify HCPS representative within 4 hours of receipt of a Purchase Order if unable to fill the order or meet the bid delivery requirements as noted herein.

5.5.21.4 HCPS reserves the right to add any item(s) to this bid as permanent items at a set price if HCPS has a need to stock the items at the various warehouses.

[INTENTIONALLY BLANK.]

6. TAB 3: COST/BEST VALUE

6.1 HCPS ORDERS

6.1.1 Orders For Goods. The Bidder shall adhere to the following:

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

6.1.2 Delivery. What is your company's delivery time after receipt of order? Depends on the materials. 5-7 Business Days on average

6.1.3 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.

6.1.4 Service Orders. The Awarded Vendor shall adhere to the following:

6.1.4.1 Rental Equipment. HCPS does not allow for invoicing of rental equipment or "tools of the trade". Contractor shall be in possession of all other tools of the trade or equipment. HCPS shall not be billed for owned equipment, owned specialized equipment, or tools of the trade. HCPS may use the next responsive, responsible awarded Proposer should said Contractor already possess the required specialized equipment.

The Contractor shall be in possession of all other tools of the trade or equipment. HCPS shall not be billed for owned equipment, owned specialized equipment or tools of the trade.

The Contractor must own their trucks and all related metal equipment. A tradesman shall use the tools routinely in the performance of their duties as a specialist in knowledge and/or training. These applicable tools and equipment may commonly be carried on a work truck, kept in toolboxes on a project site or available at the home office for use periodically on a project requiring those specific skills or knowledge. If in doubt as to if a particular item should be considered common to the industry, assume that it is unless most suppliers of a similar trade would have to also purchase or rent the equipment for a particular project or service and then have no use for the tool or equipment.

If HCPS determines that a particular tool or equipment is a specialty item, it may be rented or, if purchased, must be delivered to HCPS upon completion of the project. Rental equipment for extraordinary circumstances requires HCPS' authorized representative or the Coordinator's prior written approval. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. The HCPS

authorized representative or the Coordinator must receive the items at least ten (10) working days before the deadline for submission of the Contractor's request for payment.

6.1.4.2 Materials Markup. The Bidder may only bid a maximum price of cost-plus ten percent (10%) for materials. The parties shall approve cost-plus pricing for unspecified miscellaneous items. The Awarded Vendor must provide supporting documentation for said items. The Awarded Vendor shall limit this approach to unforeseen goods and services, which should account for a small percentage of purchases for the Agreement. HCPS may request additional evidence to identify reasonable charges.

6.1.4.3 Materials. HCPS will pay only for actual quantity of materials installed for repairs.

6.1.4.4 Premium or Weekend Rates. HCPS will not pay any premium for weekends or holidays unless approved in writing prior to the provisions of services.

6.1.4.5 Travel Time/Call Out Fees. HCPS will not pay for call-out fees or travel time to and from the work site or any travel made during lunch breaks.

6.1.4.6 Quote Fees. HCPS will not pay for quotes, estimates, or estimator fees.

6.1.4.7 Minor Consumables. The submitted rates shall be inclusive of minor consumables. HCPS will not provide separate payment for these items. Minor consumables or items listed under the hourly rate are NOT eligible for reimbursement or percentage markup. The cost for these items will be inclusive to the submitted hourly rates. Any discounts offered with the bid will remain firm for the

6.2 PRICE SHEET

The Bidder must complete this section in its entirety or supplement this section with additional pages as to provide HCPS with a more detailed breakdown (Excel spreadsheet or quote for services, as applicable).

6.2.1 Price/Rate Submittal: Please respond according to the checked box(es) below:

Proposer must provide MS Excel spreadsheet as supplied by HCPS (separate document). Do not PDF or lock the MS Excel spreadsheet submission.

Proposer must provide MS Excel spreadsheet as supplied on www.myVendorLink.com.

Proposer must provide own MS Excel spreadsheet.

Proposer must provide prices for items below.

Statement of Work (Section Applicable To A Defined Project). The Proposer must provide a preliminary statement of work (SOW) or quote for services, as applicable, to 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 Agreement's goals, describes the location of the work, and identifies how the Agreement 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 Agreement. 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 Agreement objectives. The Proposer 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 Agreement 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 include a signature page, requesting titles/positions and date.

6.2.2 Stated Quantities. Quantities and/or amounts stated are for the Proposer's guidance only and no guarantee is given or implied as to quantities used during the Agreement period. Quantities and/or amounts may be based on previous needs, current or future budget limitations, expected needs, or estimates for a 12-month period.

6.2.3 Tools And Equipments. The Contractor must own their trucks and own all of the related equipment. A tradesman would be expected to use these tools routinely in the performance of their duties as a specialist in the area of knowledge and/or training. These tools and equipment may commonly be carried on a work truck, kept in tool boxes on a project site or available at the home office for use periodically on a project requiring those specific skills or knowledge. If in doubt as to if a particular item should be considered common to the industry, assume that it is unless most suppliers of a similar trade would have to also purchase or rent the equipment for a particular project or service and then have no use for the tool or equipment. If the tool or equipment is determined by HCPS to be specialty equipment, if purchased, must be delivered to HCPS upon completion of project.

6.2.4 Additional Charges and Fees. All additional charges such as installation, shipping, insurance, normal service consumables, shop supplies, environmental fees, administration fees, etc. must be included in your proposal. HCPS will not be responsible for any type of miscellaneous surcharges or fees. 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.

6.2.5 Goods Orders. The Contractor shall adhere to the following:

- Delivered costs shall be included in your proposal.
- Unit pricing shall be inclusive of inside delivery.
- Unit of measure should be as stated on the Bid Response Form
- Offered prices for all items shall be F.O.B. Destination and include all shipping charges to all HCPS locations.

6.2.5.1 F.O.B. Destination. Offered prices for all items shall be F.O.B. Destination and include all shipping charges to all HCPS locations. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by HCPS. If the goods supplied to HCPS are defective or do not conform to specifications, HCPS reserves the right to cancel the order upon written notice to the Contractor. Returns shall be at the Contractor's expense.

6.2.5.2 Product Substitutions. Substitutions of product will only be considered when the manufacturer has discontinued the product or is frequently on back order due to manufacturing shortages. The Contractor must provide an approved substitute, priced to not exceed the originally awarded price or same discount rate. HCPS must issue written acceptance before the Contractor may ship the substitute item. The Contractor's request to offer substitute products for any item originally awarded on the Agreement shall be submitted in writing to Procurement Services along with the following documentation:

- Proof that the manufacturer has discontinued the item and it is no longer available.
- Complete technical specifications for the substitute product for consideration and approval.

6.2.5.3 Discontinuance of Goods. During the term of the Agreement, as items are discontinued, and a replacement offered, the Contractor must notify Procurement Services at (813) 272-4327 with the replacement specifications and price. If Procurement Services and end user department approve the proposed substitute, HCPS will purchase the model for the remainder of the Agreement term, as needed.

6.2.5.4 Model Number Changes. During the term of the Agreement as items are updated with a newer/current model, the Contractor must notify HCPS' Procurement Services (813) 272-4327 with the new equipment specifications and price. If Procurement Services and, if applicable, the Safety and Risk Management Department.

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

6.2.5.6 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.

6.2.6 Price Reductions. If, from the date of award, the Contractor either proposes the same products and/or services at a lower price than offered to HCPS or reduces the price of the proposed goods and services, the lowest of these reduced prices will be extended to HCPS.

6.2.7 Deliverables: Delivery is called for only between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, excluding Hillsborough County Public Schools holidays, unless otherwise specified.

6.2.8 Prompt Payment Discount. The Proposer 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.

6.2.9 Service Orders. The Contractor shall adhere to the following:

- HCPS will pay only for actual quantity of material installed for repairs.
- HCPS will not pay any premium for weekends or holidays.
- HCPS will not pay for travel time to and from the work site or any travel made during lunch breaks.
- HCPS will not pay for quote, estimate, or an estimator fee.
- The Contractor will be paid for actual worked performed as evidenced by the sign-in/sign out sheet, see Appendix B: HCPS Contracted Services Verification Form (CSVF).

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

GSA Security Inc

Vendor's Name

Matt Wurthner

Print Name

COO

Title

X

Signature

7/27/2021

Date

[INTENTIONALLY BLANK]

7. TAB 4: SMALL BUSINESS ENCOURAGEMENT (SBE) PROGRAM

7.1 SMALL BUSINESS ENCOURAGEMENT (SBE) PROGRAM

The Office of Supplier Diversity (OSD) registers vendors who desire to compete as part of the HCPS Small Business Enterprise (Woman/Minority/Service-Disabled Veteran Owned Small Business Enterprise (SBE) Encouragement Program. The SBE Program provides a means to measure the use of HCPS dollars to Tampa Bay area small businesses. HCPS expects participation of OSD-registered SBE subcontractors in the provision of goods and services. If third party contracts are necessary for the Contractor to complete the Agreement, HCPS recommends using an OSD-registered SBE vendor. Complete information is available at www.sdhc.k12.fl.us/doc/list/office-of-supplierdiversity/about/25-117/.

7.1.1 SBE Vendor Directory. The Proposer must note that only those companies that are OSD certified SBE vendors are eligible for participation and recognition in the 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/documentsforms/25-119/. HCPS will accept only those vendors appearing as a registered SBE on the website. The Proposer must submit with the Proposal a copy of the SBE's OSD certificate. The Proposer must indicate whether and how third-party vendors are incorporated into the Bid. Firms may contact the OSD Office, below.

7.1.2 OSD Contacts. Proposers may contact the OSD office at the times and hours provided at www.sdhc.k12.fl.us/doc/list/office-of-supplierdiversity/contacts/25-120/.

OSD Main Office.

4901 E. Dr. Martin Luther King Jr. Boulevard

Tampa, FL 33605

T: (813) 635-1240

F: (813) 635-1245

Email: Alalia.Thomas@sdhc.k12.fl.us

Hours: Open: 7:30 am to 4:00 pm, School Year: Monday – Friday, Summer: Monday - Thursday

HCPS promotes a welcoming and supportive environment that celebrates and values diversity and respect for all students and its employees. Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship and/or personal sense of self-worth.

HCPS expects participation of OSD-registered SBE vendors in the provision of goods or services. If third-party agreements are necessary for the Contractor to complete this Agreement, HCPS recommends using an OSD-registered SBE vendor. The Proposer must note that only those companies that are small or minority certified and meet the District's Encouragement Program criteria are eligible for participation and/or recognition in the District's 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/documentsforms/25-119/. HCPS will accept only those vendors appearing as a registered small business enterprise on the website. The Proposer must submit with the Proposal a copy of the SBE's OSD certificate. The Proposer must indicate whether and how third-party vendors are incorporated into the Proposal.

If the Proposer will utilize HCPS OSD vendor(s), either as secondary or tertiary sub-contractors, must provide evidence, below. The Proposer-submitted information shall be part of the Agreement with HCPS and agrees to submit regular updates, as mutually agreed with the OSD Supplier Diversity Officer.

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

7.1.4 OSD Eligibility (www.sdhc.k12.fl.us/doc/489/office-of-supplier-diversity/resources/vendorprocess/): Each business registering as an OSD Vendor must meet the following eligibility standards:

- Must be an independent business with an office in one of the following Tampa Bay area counties: Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk or Sarasota.
- Must have been in business for at least one (1) year prior to application.
- Maximum Employees: 100

- Maximum Average Net Income: \$2,000,000
- Maximum Net Worth: \$3,000,000
- Must be certified as a Small Business, Woman-Owned Business, Minority-Owned Business and/or a Service-Disabled Veteran-Owned Small Business with one of the agencies listed below. Only one certification is needed.
 - City of Tampa
 - FL. Statewide & Inter-Local Certification
 - Hillsborough County
 - Florida State Minority Supplier Development Council
 - City of St. Petersburg

7.1.5 Subcontractor Participation: A prime vendor (vendor who will receive payment(s) directly from HCPS) must identify SBE utilization expenditures to HCPS OSD-certified SBE subcontractor(s) that perform a function in the provision of goods and services in the proposal. Subcontractor(s) must identify whether they enter second tier subcontracts with an SBE sub-contractors to ensure completion of work.

7.1.6 SBE Subcontractor Utilization Letter of Intent: proposers who claim to utilize HCPS SBE vendors must fill in the Letter of Intent below by listing the i) names of all proposed SBE subcontractors, ii) contact information, and (iii) description of the to be provided goods and services

7.1.7 SBE Letter Of Intent. Proposers who claim to utilize HCPS SBE vendors must fill in the Letter of Intent below by listing the i) names of all proposed SBE subcontractors, ii) contact information, and (iii) description of the to be provided goods or services.

Services to be Performed by HCPS SBE Vendor(s): With respect to the proposed subcontract(s) described below, the Proposer promises to compensate the undersigned SBE(s) (100 %) percent of the TOTAL dollar value of this Proposal or commensurate with actual dollars to be paid by HCPS.

This Letter of Intent must be completed as instructed and include each SBE subcontractor proposed on this competitive solicitation. The parties understand that they will enter into a formal agreement for the goods or services listed herein upon award to the Contractor by The School Board of Hillsborough County, Florida.

To Be Signed by Each Proposed SBE Subcontractor: The undersigned is currently an HCPS OSD-registered SBE who is prepared to perform the described provision of the goods or services relating to this competitive solicitation. The subcontractor understands that services are provided on behalf of the Prime Contractor, not HCPS. HCPS is not responsible for any remuneration on behalf of, or monies owed by, the Prime Contractor.

GSA Security Inc	
SBE Subcontractor Name (A copy of the SBE OSD certificate. Check one: <input checked="" type="checkbox"/> Yes, <input type="checkbox"/> No)	
Matt Wurthner, 4412 W Osborne Ave, Tampa, FL 33614, 813-569-1000	
Contact Name, Address, & Telephone	
GSA Security Inc	N/A
Name of Proposer/Contractor	Percentage (%) of Total Agreement Dollars to Subcontractor
Description of Goods or Services	
Matt Wurthner	813-569-1000
Name of SBE Vendor Representative	Phone Number
X	mwurthne@gsasecurityinc.com
Signature of Authorized SBE Representative	Email Address

8. APPENDIX A: INSURANCE AND INDEMNIFICATION

8.1 INSURANCE REQUIREMENTS

Insurance requirements for HCPS vary based on the type of service, risk, and contract amount. The Contractor shall submit the insurance requirements as stated below to HCPS Procurement Services prior to performance of the described goods and services. HCPS’ Safety & Risk Management Office is ultimately responsible for the selection and approval of the insurance requirements for all HCPS agreements.

- Insurance carrier(s) must have a minimum A.M. Best Financial Rating of A-.
- The Hillsborough County Public Schools, 901 East Kennedy Boulevard, Tampa, FL 33602, must be named as Additional Insured, (If applicable, General Liability and Automobile Insurance only) and a Waiver of Subrogation must be in place.
- Certificate of Insurance must be received prior to commencement of work.

8.1.1 Workers’ Compensation. 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 Chapter 440, F.S. Coverage shall be for all its employees connected with the services of the Agreement. Unless insured by the Contractor, the Contractor shall require its subcontractors similarly to provide Workers’ Compensation Insurance for all subcontractor employees. **THE CONTRACTOR, IF EXEMPT BY THE STATE OF FLORIDA, MUST PROVIDE PROOF OF EXEMPTION (UNLESS A SOLE PROPRIETOR OR PARTNERSHIP).**

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

8.1.1.1 Out of State Employers. Out of state employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers’ Compensation Insurance policy with a Florida approved insurance carrier, which meets the requirements of Florida law and the Florida Insurance Code.

8.1.2 Commercial/General Liability Insurance. The Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below. HCPS shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor or subcontractor providing such insurance. **THE CONTRACTOR MUST LIST THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, 901 E. KENNEDY BLVD., TAMPA, FL 33602 AS “CERTIFICATE HOLDER” AND “ADDITIONAL INSURED” ON THE SUBMITTED INSURANCE CERTIFICATE.**

COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM ONLY)	COVERAGE
General Aggregate	\$1,000,000
Each Occurrence	\$500,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Damage to Rented Premises [Fire Legal Liability]	\$50,000
Medical Payments	\$5,000

8.1.3 Business Automobile Liability Insurance. The Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below. **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. The insurance policy must list The School Board of Hillsborough County, Florida as “Certificate Holder” and “Additional Insured.”

	Not Transporting Students/Employees	Transporting Students/Employees
Automobile Liability		
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 Payments	\$5,000	\$5,000
Combined Single Limit [in lieu of above split limits]	\$1,000,000	\$5,000,00

8.1.4 **Professional Liability and/or Errors and Omissions Liability Insurance.** Professional liability insurance (PLI), professional indemnity insurance (PII), or errors & omissions (E&O) helps protect professional advice- and service-providing individuals and companies from bearing the full cost of defending against a negligence claim made by a client, and damages awarded in such a civil lawsuit. The coverage focuses on alleged failure to perform on the part of, financial loss caused by, and error or omission in the service or product sold by the policyholder. These are causes for legal action that would not be covered by a more general liability insurance policy which addresses more direct forms of harm. If box is checked, the Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below:

- Bodily Injury and Property Damage (each claim and aggregate): \$1,000,000; and
- maximum Self-Insured Retention/Deductible: \$1,000,000

8.1.5 **Pollution Liability Insurance.** Pollution liability insurance policies cover claims from third parties against bodily injury and property damage caused by hazardous waste materials released during a company's business operations. This insurance covers you while you are completing a job, and it also covers your completed operations. If box is checked, the Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below:

- Bodily Injury and Property Damage (each claim and aggregate): \$1,000,000.

8.1.6 Sub-Contractor. The Contractor must ensure that its sub-contractors have the required Workers' Compensation Insurance before they begin work on a project. If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the Contractor. If an injury occurs, the Contractor is responsible for paying the benefits for the work-related injury, illness, or fatality.

8.2 INDEMNIFICATION

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

8.2.1 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.

8.2.2 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.

8.2.3 No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., 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.

[INTENTIONALLY BLANK]

9. APPENDIX B: HCPS CONTRACTED SERVICES VERIFICATION FORM (CSVF)

CONTRACTOR NAME:		SITE NAME:				
Date:		Arrival Time	Lunch	Arrival Time	Initials	School/Site Personnel
WO #	Personnel Names	Depart Time		Depart Time		
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____
						JLA & ID Confirmed <input type="checkbox"/> Yes. <input type="checkbox"/> No School/Site Personnel – Print Name School/Site Personnel – Signature X. _____

10. APPENDIX C: SAMPLE AGREEMENT

SAMPLE SERVICES AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, by and between The School Board of Hillsborough County, Florida, a body corporate and public, (the "School Board") as the governing body of Hillsborough County Public Schools ("HCPS"), and **Contractor Name** (the "Contractor"), states conditions and covenants for the rendering of **[# and Title]** services (hereinafter referred to as the "Services") for HCPS.

WHEREAS, on _____, 202__ HCPS advertised Request for Proposals Request for Proposals # _____, (hereinafter, "RFP") seeking proposals for the provision of the Services ; and

WHEREAS, upon receipt and evaluation of all proposals received in response to the solicitation, the Contractor was determined to be the most responsible, responsive vendor whose proposal is the most advantageous to HCPS, including consideration of price and other criteria set forth in the solicitation; and

WHEREAS, HCPS and the Contractor mutually desire to enter into this Agreement for the provision of the Services as more fully described in the Scope of Services of the solicitation.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Award/Order of Precedence.** This Agreement is being entered pursuant to HCPS' competitive solicitation **[# and Title]** ("RFP") to which Contractor was a proposer. This Agreement is subject to compliance with all the terms and conditions of the RFP and specifications set forth therein, as well as, any amendment or revision thereto, as applicable. The terms of the RFP and the Contractor's proposal in response to the RFP ("Contractor's Proposal") are expressly incorporated into this Agreement. The terms of this Agreement, the RFP, and the Contractor's Proposal are intended to be read in conjunction with each other to the extent possible; however, in the event of a conflict, the documents will control in the following priority: 1) this Agreement; 2) the Contractor's Proposal; and 3) the RFP and HCPS-published Addenda.
2. **Services.** HCPS hereby engages Contractor to provide the Services as described in the RFP and the Contractor's Proposal incorporated herein by reference.
3. **Term of Agreement.** The parties agree that this is a _____-month contract with _____ potential renewals and that the effective term of this Agreement shall commence on _____, and terminate at the close of business on _____, regardless of when this Agreement is executed.
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 the Contractor for services performed in accordance with this Agreement up to the time of termination.
 - a. **Termination for Breach.** The Contractor agrees to the use of liquidated damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor is in default of this Agreement, 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 the Contractor financially responsible for any excess costs incurred. HCPS may deduct the difference between the proposed price of the commodity and contractual service and the actual price paid from any current or future obligations owed to the 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 dollar amount guaranteed pursuant to this Agreement. HCPS will engage the Contractor as needed on a project-by-project basis in accordance with the terms and conditions of the RFP.
7. **Insurance Requirements.** Insurance requirements for HCPS vary based on the type of service, risk, and contract amount. The Contractor shall submit the insurance requirements as stated in Appendix A: Insurance and Indemnification of the RFP to HCPS' Procurement Services prior to performance of the Services.
- a. **No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., 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.
8. **Subcontracts.** The parties agree that no subcontract agreement will be made or let in connection with this Agreement without the prior written approval of HCPS, in its sole discretion, which shall not be unreasonably withheld. In the event approval is granted by HCPS, and subject to the conditions below, a copy of the approved fully executed subcontractor agreement(s) must be furnished to the appropriate maintenance department. No payment shall be made by HCPS to a subcontractor. HCPS shall have the right to withdraw its consent to a subcontractor if it appears to HCPS that the subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement.
9. **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 Contractor must ensure that each invoice contains the following:
- a. Purchase Order Number.
- b. Contractor's contact information (phone number, shipped quantities, item descriptions, and units of measure).
- c. Addressed to Hillsborough County Public Schools, Attn. Accounts Payable Department, P.O. Box 3408, Tampa, FL 33601-3408.
- d. Include all provided commodities and contractual services provided during the invoice period.
- e. Service Invoices. The Contractor must provide a duplicate invoice for all services, identified as a "duplicate" or "copy" to the ordering department or designated the hcps contact.
- f. Commodity Invoices. Payment is on a per order basis.
10. **Jessica Lunsford Act.** Per §§ 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act" requires that the Contractor 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 for additional information

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

12. Assignment. The 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.

13. Public Records Law. The 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 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 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: PRR@SDHC.K12.FL.US.

14. 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.

15. 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:

If to HCPS:

With a copy to:

Corey A. Murphy, General Manager
Procurement Services
901 East Kennedy Boulevard
Tampa, Florida 33602
Phone: (813) 272-4374
Email: corey.murphy@hcps.net

Department contact, title
Department
Address 1
Address 2
Phone: (813) 999-9999
Email: Email

To Contractor:

Contact name and title
Address 1
Address 2
Phone: (999) 999-9999
Email: Email

- 16. 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.
- 17. Statement of Assurance.** The 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, nor be denied the proceeds of or be subject to discrimination in the performance of this Agreement.
- 18. Autonomy.** The parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Contractor is only a recipient of funding support and is not an agent or instrumentality of HCPS. Furthermore, the Contractor's agents and employees are not agents or employees of HCPS.
- 19. 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.
- 20. Survival.** The parties acknowledge that any of the obligations in this Agreement, including but not limited to, the Contractor's obligation to indemnify HCPS, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and HCPS under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.
- 21. 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.
- 22. 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.

[INTENTIONALLY BLANK.]

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

Date

Date

SAMPLE

EXHIBIT A: AWARDED GOODS AND SERVICES

Item #	Description	Qty	Cost/Rate

SAMPLE