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**FINANCE DIVISION  
PROCUREMENT SERVICES  
INVITATION TO QUOTE (ITQ)**

**Release Date:** December 10, 2021

**ITQ Name and Title:** 2780-DST-LG: ELO AccuTouch LCD Touchscreen or Equal  
**Last Day for Questions:** December 16, 2021@ 12:00 PM  
**ITQ Due Date & Time:** January 3, 2021 @ 12:00 PM

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**Pre-Quote Meeting:** No  
**Mandatory:** No

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**ITQ Submittal Via:** E-mail  
Only return pages 17-30

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**Procurement Officer:** Lillian Garcia  
**E-mail:** Lillian.garcia@sdhc.k12.fl.us  
**Phone:** (813) 272-4369  
**Fax:** (813) 272- 4390

**Quote Term:**  One-Time Purchase  
 Term: Begin Date:      End Date:

**Renewals available?** No

Subject to the conditions, provisions and the enclosed specifications, Procurement Services will accept quotes until the above stated date and time. Hillsborough County Public Schools (HCPS) will reject late quotes whether presented in person, received via U.S. Mail, or by any other delivery method. Written questions, regarding this quote, may be submitted online through [www.myVendorLink.com/](http://www.myVendorLink.com/). Hillsborough County Public Schools reserves the right to retain all quotes for a period of 45 days and to reject any, and all, quotes and to waive any informalities and/or irregularities thereof.

**Lobbying/Cone of Silence:** The Cone of Silence, HCPS policy 6320 – Procurement, prohibits any communication regarding an active competitive solicitation between any District employee or 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 Agreement is awarded by the School Board.

**VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)):** Each bidder must have a current vendor application on file with VendorLink to conduct business, receive updates and addenda, and ask questions under any HCPS solicitation. HCPS may disqualify a bidder for failure to comply with this condition. For technical support contact the Vendor Registration Helpdesk via email at [support@evendorlink.com](mailto:support@evendorlink.com) for additional registration questions.

**Bid Withdrawal:** The bid must be prepared and submitted in accordance with the instructions herein. HCPS shall review each bid to determine its responsiveness to the submission requirements. A bid may not be withdrawn for a period of 120 days after the due date unless otherwise specified.

**NO BID STATEMENT  
HILLSBOROUGH COUNTY PUBLIC SCHOOLS**

**ITQ Name and Title:** 2780-DST-LG: ELO AccuTouch LCD Touchscreen or Equal

“No Bid” Statement: If you are not submitting a bid in response to this ITQ, please complete this Section and return via [www.myVendorLink.com](http://www.myVendorLink.com).

Regarding the above solicitation, I hereby submit a “no bid” for the reasons checked below:

- Insufficient time to respond.
- Could not meet Insurance requirements.
- Addenda were received too late to respond.
- Could not meet bonding requirements.
- Could not meet specifications.
- We do not offer the product or service requested.
- Specifications were unclear or restrictive.
- Our schedule will not permit us to respond.
- Terms & Conditions were unclear or restrictive.
- We do not bid directly.
- Keep our company on this bid list for future bids.
- Remove our company name from this bid list for future bids.

Please provide any additional explanation for not participating in our bidding process:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

## 1. GENERAL TERMS AND CONDITIONS

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Quotes must be submitted on the forms provided and in accordance with the provisions on the face of the quote form and the following stipulations, which are hereby made a part thereof:

### 1.1 VendorLink (<https://www.myvendorlink.com/>)

- 1.1.1 To conduct new business under this quote, HCPS requires that all vendors have a current VendorLink application on file. If not already registered, vendor must go to <https://www.myvendorlink.com/common/register.aspx> and complete the on-line Vendor Application. Failure to comply with this condition may cause the vendor not to be awarded any new business.
- 1.1.2 **Responding to HCPS Solicitations:** Any Vendors interested in responding to this or any HCPS procurement opportunity must log on to VendorLink to search for the referenced quote in the notification and view the documents. If interested in submitting a response (bid, proposal, quote, etc.) and receiving updates (addendum), select "Participate" to continue notifications for the solicitation. Any files added after opening (recommendation, tabulation), will not generate an update notification but will be available to view at Vendor's discretion.
- 1.1.3 **Addenda:** Each vendor shall examine all quote documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Quote or award must be made in writing and received by Procurement Services no later than the date stated in the cover page of this document. HCPS shall not be responsible for oral interpretations given by an HCPS employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. HCPS will post all Addenda through the solicitation website: [myvendorlink.com](https://www.myvendorlink.com), <https://www.myvendorlink.com/common/login.aspx>. However, prior to submitting a quote, it shall be the sole responsibility of each Vendor to review this solicitation on [www.myvendorlink.com](https://www.myvendorlink.com) to download any issued addenda.

### 1.2 Quote Integrity

- 1.2.1 HCPS will receive quotes until date and time indicated on quote cover. Quotes must be emailed to the Procurement Officer at the stated email address no later than the stated time. Quotes must be clearly marked, as to: quote name, quote number, and due date. Quotes received in unidentifiable condition are sent at the vendor's risk. It will be the vendors' responsibility to get the quote to the correct location and on time. The submittal of a quote shall constitute an irrevocable offer to contract with HCPS in accordance with the terms of said quote. The offer may not be withdrawn until or unless rejected or not accepted by HCPS. Accuracy of all prices and statements contained in the quotes is the responsibility of the vendor, and no change or cancellation thereof may be made. The General Manager of Procurement Services or designee reserves the right to ask the vendor for clarification. In addition, procurement staff will review the line-by-line prices. Accuracy of additions and extensions, brands, and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the request for quote proposal. HCPS officials who find any error(s) in calculations will make adjustments and corrections. HCPS reserves the right to negotiate final terms and conditions with the low Vendor.
- 1.2.2 **Signature:** All participating vendors, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this quote as stated or implied herein. This is an agreement that the named vendor shall sell to HCPS during the stated period, the goods, wares, merchandise, or services at the unit prices indicated, based upon subsequent documents issued by Procurement Services.
- 1.2.3 **Errors and Omissions:** A vendor shall normally be held to their quote; however, in the event an error or an obvious omission are discovered in a quote document, the vendor may request in writing the opportunity of withdrawing their quote. The Vendor shall include in their written request sufficient evidence (original copies of working papers, calculations, etc.) to document that the error or omission was unintentional.
- 1.2.4 **Erasures:** Erasures are not acceptable on quotes. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Vendor must initial all changes.

- 1.2.5 **Units of Measure:** Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit prices are assumed correct. Any requirement by the vendor that all or none groups, quantities, weights, or meeting of other criteria to qualify for quoted prices will result in the disqualification of the quote. Similarly, expiration dates or other constraints, that conflict with quote requirements may result in disqualification.
- 1.2.6 **Multiple Offerings:** Unless specifically requested in the Invitation to Quote, the vendor is not authorized to offer more than one product, price, or service on items even though the vendor believes they have two or more types or styles that will meet specifications. Vendor must determine which to offer. For the sake of meeting delivery schedules, a vendor may deliver any pre-approved brand at the same price, with prior approval from Procurement Services. No other substitutions may be considered. If the vendor submits more than one product/price on any item, only the products meeting specifications will be tabulated. It is the vendor's right to address alternatives in a separate document but not as part of this quote. However, if more than one listed product is a pre-approved product, the vendor may specify that the quote price may apply to more than one of the listed products.
- 1.2.7 **"Quote Only":** When an item, appearing in this quote document, is listed by a registered trade name and the wording: "no substitute", "quote only", or "only" is indicated only that trade-named item will be considered. HCPS reserves the right to reject products listed as approved and wave formalities. Vendors, who wish to have products evaluated for future quote consideration, may contact, in writing, HCPS' General Manager, Procurement.
- 1.2.8 **"Or Equal":** Specifications in this document 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 done so without express knowledge or intent to exclude other manufacturers' products from consideration.
- 1.2.9 Any item bid as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.
- 1.2.10 If the Bidder does not clearly state in their bid proposal that an item proposed is an alternate to that specified, the bidder must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.
- 1.2.11 **"No Quote":** The information called for on each item must be on the line with the item. To eliminate any confusion about the quoted item(s), non-quoted item(s) require the words: "no quotation", "no quote" or "n/b".
- 1.2.12 **Silence of Specifications:** The apparent silence of any specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement
- 1.2.13 **Refurbished/Remanufactured Items:** Unless specified in the Invitation to Quote, all items requested must be new and the latest model manufactured. Quotes on "used, "remanufactured", or "reconditioned" equipment, or "blem" or "seconds" will not be considered for award.
- 1.2.14 **Samples:** Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the vendor's expense. Vendors will be responsible for the removal of all samples furnished within 30 days after quote opening. All samples will be disposed of after 30 days.

Individual labeled samples must include; vendor name, quote number, and item number. Failure of vendor either to deliver required samples or to identify samples as indicated may cause rejection of the quote.

Unless otherwise indicated, samples should be delivered to Procurement Services of Hillsborough County Public Schools, 901 E. Kennedy Boulevard, Tampa, Florida 33602.

1.2.15 **Additional Terms:** No additional terms and conditions included with the quote response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this quote. Whether submitted through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the general and special conditions in this quote solicitation are the only conditions applicable to this quote and the vendors authorized signature affixed to the vendor acknowledgement form attests to this.

### **1.3 Contract Administration**

HCPS will periodically inspect work completed or in process to assure that the requirements of this contract are being met. If found that the requirements specified herein are not being satisfactorily maintained, the vendor shall be notified and any discrepancies, inconsistencies, or items not meeting the specifications contained herein shall be promptly corrected 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 contract. The vendor and his sureties may be liable to HCPS for any additional cost incurred by HCPS to complete this contract. At this point, the vendor shall be in default and the contract subject to termination.

### **1.4 Vendor Default**

Should a vendor fail to perform under this contract or withdraw the submitted quote, vendor acknowledges liability to HCPS for the difference between such quoted price and the price HCPS pays to secure the merchandise from another source. Failure to pay said amount to HCPS upon demand will result in the removal of vendor from the quote list for a period as specified by the General Manager, Procurement. Thereafter, the vendor may request reinstatement to the quote list.

Should the vendor default, after HCPS awards a quote, and a bond or certified check was not required, the vendor shall pay to HCPS as liquidated damages equal to five (5%) percent of the unit price times the ordered quantity, or five (5%) percent of the total value of the item or quote, whichever is greatest. A vendor who fails to pay said liquidated damages within 15 days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for a period designated by General Manager, Procurement. Thereafter, the vendor may request reinstatement to the quote list. A vendor shall be assessed the liquidated damages described above if the vendor products are chemically analyzed (or tested in some other manner) and fail to meet HCPS specifications in the quote.

### **1.5 Purchases from Other Contracts**

HCPS reserves the right to make purchases of items on this quote from a Florida State contract/agreement or a cooperative educational purchasing council during the term of this quote.

### **1.6 Acceptability**

HCPS shall be the sole judge as to the acceptability of any, and all, quotes and the terms and conditions thereof, without qualifications or explanation to vendors. In case of any doubt or difference of opinion as to the items furnished hereunder, the decision of HCPS shall be final and binding on both parties.

### **1.7 Site Inspection**

HCPS reserves the right, prior to acceptance of any quote, to inspect the prospective vendor's facility and place of business to determine that the vendor has a regular, bona fide established business that is presently a going concern and is likely to continue as such.

### **1.8 Indemnification**

Upon notification of award, the vendor shall indemnify and hold harmless HCPS, its agents, and employees from, and against all claims, suits, actions, damages or causes of action arising during the term of the resulting agreement for any bodily injury, personal injury, loss of life, or damage to property sustained by reasons or as a result of the performance of the services or delivery of goods for which the quote was entered into. Vendor shall indemnify these persons from, and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reasons of the defense of any such claim, suit, or action, and the

investigation thereof. Nothing in the award, resulting agreement, and contract or purchase order shall be deemed to affect the rights, privileges and immunities of HCPS as set forth in Florida statute.

During the term of this quote the vendor shall indemnify, hold harmless, and defend Hillsborough County Public Schools, its agents and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which HCPS, its agents or employees may pay or become obligated to pay on account of any actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the vendor, his agents or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by HCPS for the purpose of performing services.

Vendor agrees to indemnify and to hold harmless schools from and against any and all liability which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of HCPS, its agents or employees.

### **1.9 Applicable Laws**

Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor will in no way be a cause for relief from responsibility. The vendor shall have in their possession all required insurance, permits, licenses, etc. that may be required by Federal, State, or County law to furnish services under the scope of this contract. The vendor must not be in violation of any zoning or other ordinances in the performance during the life of this contract.

### **1.10 Public Records**

All information submitted in response to this request shall be subject to compliance with Florida Statute Chapter 119.07 Public Records and 812.081 Trade Secrets. All information submitted as "trade secret" information should be submitted in a separate envelope and so indicated. If challenged, the Vendor who submits the "trade secret" information will bear all costs associated with defending their position.

### **1.11 Legal Venue**

Venue for any, and all, legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction. The vendor agrees that any, and all, notices, pleadings, and processes may be made by serving two copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing by return mail, an additional copy of the same to the vendor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Florida law or rules of civil procedure, appearance, pleading, an answer is not made.

### **1.12 Scrutinized Companies**

A company that, at the time of bidding or submitting a bid or 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 Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

### **1.13 Taxes**

Purchases made under this quote are exempt from all Federal excise and State sales tax.

### **1.14 Irresponsible Vendor**

No Quotes shall be accepted from, nor purchase order issued to, any person, firm, or corporation that is in arrears for any obligations to HCPS or that otherwise may be deemed irresponsible or unreliable by the General Manager, Procurement.

### **1.15 Entire Agreement**

This quote and the purchase orders issued hereunder constitute the entire agreement between HCPS and the vendor awarded the quote. No modification of this quote shall be binding on HCPS or the vendor.

### **1.16 Tabulation**

Tabulation of this quote will be based only on items that meet or exceed the specifications provided. All other lesser items will not be considered. Failure to submit, at time of quote opening, complete information as specified can and may be used as justification for rejection of a quote item.

### **1.17 Tie Quote**

Should there be a tie on either the unit price (if awarded on a per item basis), sections of the quote (i.e.: building contracts, or quotes awarded by section) or the whole quote (all or none quotes or service quotes), the deadlock will be decided upon using the following order:

- (i) Companies who certify they are a drug-free workplace.
- (ii) Companies registered with HCPS as a small business enterprise.
- (iii) Companies certified as a small/minority/women-owned business by a governmental entity in Hillsborough County.
- (iv) Companies certified as a small/minority/women-owned business by a governmental entity in the Tampa Bay area.
- (v) Companies certified as a small/minority/women-owned business by the State of Florida.
- (vi) Companies located in Hillsborough County, Florida.
- (vii) Companies receiving the larger dollar award on other items within the quote.
- (viii) Companies located in Florida.
- (ix) All else being equal, a coin toss will decide the award.

The above guidelines do not preclude the possibility of splitting an order if the two winning vendors agree to multiple awards.

### **1.18 Kickbacks**

In the event that any gratuities or "kickbacks" are offered or tendered to any HCPS employee or a subcontractor's as an inducement for award of a quote, subcontract, or order, the vendor's quote shall be disqualified and shall not be reinstated.

### **1.19 Rejection of Quote**

HCPS reserves the right to reject any quotes or parts thereof, and to request re-submission. In acceptance of quotes, HCPS shall accept the lowest and best quote from a responsive and responsible vendor. HCPS reserves the right to waive any defect, irregularity, or informality.

### **1.20 Termination**

HCPS reserves the right to terminate all or part of any contract with or without cause, when doing so is in the best interest of HCPS. With the exception of any contract that HCPS deems to have an impact on security, the General Manager, Procurement, will give a minimum of thirty-(30) day's written notice of termination. Any advanced monies, paid by HCPS, will be prorated to the date of termination and immediately refunded to HCPS. Nothing herein shall give the vendor the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to HCPS. HCPS will only pay for satisfactorily completed work prior and up to the time of termination.

By written notice, HCPS may terminate the entire or any part of this contract if vendor fails to make delivery of the contracted products or services or fails to perform the contracted services within the time specified in the quote or subsequent addenda. The vendor shall be given written notice and have ten (10) days to remediate such failure after receipt of notice.

## 1.21 Appropriation of Funds

It is understood and agreed between the parties hereto that the District shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this ITQ. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this ITQ, HCPS shall notify the vendor of such occurrence and this ITQ shall terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS of any kind whatsoever.

## 1.22 Special Conditions

Any, and all, special conditions and specifications attached hereto which vary from general conditions shall have precedence.

## 1.23 Public Entity Crimes

Per the provisions of Florida Statute 287.133 (2) (a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

The prospective vendor certifies, by submission and signature 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 per the provisions of Florida Statute 287.133 (2) (a).

## 1.24 Small Business Enterprise (SBE) Participation

1.24.1 HCPS encourages participation of HCPS' Office of Supplier Diversity (OSD) registered SBE vendors in the provision of goods, services, and construction. If third-party agreements are necessary for the vendor to complete this contract, HCPS recommends using an OSD registered SBE vendor. Vendor will indicate whether third-party vendors are OSD registered small business enterprises, or provide a plan to incorporate SBE's in the project. Vendor must provide evidence (copies) of any certifications. An on-line directory of all OSD registered SBE vendors may be reviewed by visiting the OSD website at <https://www.sdhc.k12.fl.us/OSD/VendorDirectory/>.

The contact information, below, is for the HCPS OSD Department. This office can provide you with an online directory of all certified SBE's by commodity or service. SBE vendors appearing on the website are accepted by HCPS as a certified SBE if the vendor submits such evidence with their quote.

HCPS Office of Supplier Diversity  
Attn: Supplier Diversity Officer  
4901 East Dr. Martin Luther King, Jr. Blvd.  
Tampa, Florida 33605  
Phone: (813) 635-1240  
Fax: (813) 635-1245

1.24.2 **SBE Eligibility** Any business with a staff of 100 employees or less, whose average net-income is equal to or less than \$2,000,000 and its net worth is equal to or less than \$3,000,000. Each business applying for Registration must meet the following eligibility standards:

- (i) Must be an independent business that has an office in the Tampa Bay area (Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, or Sarasota Counties).
- (ii) Must have been in existence and served the Tampa Bay Area in a commercially useful capacity for no less than one (1) year prior to application.
- (iii) Be a business with a staff of 100 employees or less.
- (iv) Must have an average net income of \$2,000,000 or less and a net worth of \$3,000,000 or less.

- (v) Must be certified with one of the following agencies: City of Tampa, Florida Statewide & Inter-Local Certification, Hillsborough County, or Florida Minority Supplier Development Council (FMSDC).

- 1.24.3 **SBE Utilization Report:** In order to facilitate an effective monitoring system, each vendor utilizing an SBE vendor must generate and submit a completed and signed report with the quote submission which lists the names, addresses, and contact persons of all SBE's to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. This report, submitted by the vendor shall be submitted as a part of the contract with HCPS. If the information contained in the vendor's report changes by the time the contract is executed, the vendor shall amend the report and such amended report shall be incorporated into the contract.
- 1.24.4 **Subcontractor Participation:** A vendor must identify S/M/WBE utilization expenditures to certified S/M/WBE and OSD registered subcontractor's that perform a function in the work of this contract.
- 1.24.5 A subcontractor must identify whether they enter into second tier subcontracts with an S/M/WBE subcontractor to ensure completion of work.
- 1.24.6 **OSD Review of Utilization Report:** The vendor and its subcontractor's agree to provide such information as the OSD shall request regarding the utilization of small, minority, and women-owned business enterprises. The vendor shall supply an updated report to the OSD on a quarterly

## 1.25 Delivery

- 1.25.1 HCPS requires that all delivery, handling, or other costs necessary to complete an order be included in the single fixed cost provided on the Quote Response Form. Freight collect charges will not be allowed.
- 1.25.2 **FOB Destination:** Inspection and acceptance will be FOB Destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the vendor until acceptance by HCPS. If the materials or services supplied to HCPS are defective or do not conform to specifications, HCPS reserves the right to cancel the order upon written notice to the seller. Product return shall be at the seller expense.
- 1.25.3 Prices quoted on the Response Form shall include all shipping costs, shipping F.O.B. Destination and to the facility location specified by the purchase order. Vendors shall provide inside delivery to the various HCPS locations. For a list of all locations, select "District Sites" at <http://www.sdhc.k12.fl.us/procurement/vendorsbidders.asp>.
- 1.25.4 **Scheduled Delivery:** HCPS is guaranteed delivery, by the vendor, of all items contained herein by "delivery date" indicated by subsequent purchase orders. Failure to perform delivery within the required time shall be deemed delinquent and may result in liquidated damages of one (1%) percent of the price of such delinquent goods for each ten (10)-calendar days of delinquency. Assessment of such liquidated damages may apply to any sums owed to vendor. Assessment of liquidated damages shall be at the sole discretion of HCPS and administrated by the General Manager, Procurement. These liquidated damages shall be in addition to other conditions cited herein.
- 1.25.5 Unless required later in this solicitation, vendors shall provide inside delivery within thirty- (30) days from receipt of purchase order.
- 1.25.6 **Delivery Hours:** Delivery is called for only between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, excluding HCPS holidays, unless otherwise specified in this solicitation.  
  
Awarded vendor will deliver touch screens within 30 days of receipt of PO.
- 1.25.7 **Inside Delivery:** The vendor shall make arrangements with shipper/common carriers for offloading and inside delivery. Vendor is required to provide inside delivery for all units ordered from this quote. Inside delivery, means unloaded from carrier's vehicle and set inside designated facility but not to exceed 300 feet from entrance point or on a different floor level than entrance point.
- 1.25.8 HCPS employees are not permitted to unload, move, unpack, assemble, or put any item in place that is purchased from this quote.

- 1.25.9 **Shipping and Marking:** The vendor will be required to mark all shipments with the HCPS purchase order number visible on the exterior of each container. A packing list must be included with each shipment, listing the purchase order number, vendor's part number and description, quantity ordered, quantity shipped, and quantity back ordered.
- 1.25.10 **Damaged Items:** Vendor shall be responsible for replacement of items damaged in transit and transportation for delivery of the replacement item. HCPS will not negotiate with the transport companies for damaged product replacement. The vendor shall not invoice HCPS for any charges associated with items damaged in transit.
- 1.25.11 **Return of Defective Items:** The vendor shall agree to accept, for full credit and return shipping charges, the return of any defective item, whether defective quality or defective in packaging, rendering the item unusable for its intended purpose. The affected merchandise shall be replaced, at the vendor's expense, within five (5) calendar days.
- 1.25.12 **Installation:** Installation shall include unloading, handling, inspection, assembling, installing, cleaning and adjusting of all materials, components, and equipment (furnished under this quote) in its proper location and in satisfactory operational condition.
- 1.25.13 **Installation and Programming:** If applicable, upon notification from HCPS of receipt of equipment, the vendor will schedule installation at a time acceptable to the school principal or designee. Installation shall proceed in a timely manner and be completed as mutually agreed. All installations shall include new cables (no cable splices allowed), connectors, etc. All equipment shall be properly and professionally installed, configured, programmed, and fully tested to ensure the goals defined in the scope of this quote are met using the equipment provided.

## 1.26 Pricing

Unless specified otherwise later in the Invitation to Quote, all prices offered herein shall be firm for the initial term the agreement. HCPS reserves the right to accept or reject within thirty- (30) days after the request for a price increase. If the price increase is rejected the specific item in question will be canceled. If the price increase is approved the price will remain firm for at least one (1) year from the date of the increase.

- 1.26.1 **Additional Charges:** All additional charges such as installation, shipping, insurance, or other costs must be fully itemized and included with the quote. HCPS will not pay charges not specified at the time of the quote.
- 1.26.2 **Project Size:** HCPS reserves the right to change the number of schools or the task size during the contract period. Any location shall be serviced at the same rate/cost quote herein.
- 1.26.3 **Estimates:** Quantities and/or amounts stated are for vendor guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities and/or amounts are based upon previous needs and/or affected department's projections.
- 1.26.4 **Additional Discounts:** Additional discounts may be offered during the term of the contract based on purchase order quantity or amount, consolidated contract purchase quantities or amounts, or to benefit a specific educational program.
- 1.26.5 **Price Decreases:** If prices decrease during the term of this contract, the awarded vendor(s) must notify HCPS of the lower prices so that all subsequent orders will reflect accurate pricing.

## 1.27 Assignment:

Vendor, whether under separate contract or not, shall not assign any part or whole of this quote or agreement to another party, subcontractor(s), or company nor shall they assign any money due or to become due to him here under, without the previous written consent of HCPS.

## 1.28 Award

Consideration of award is based on the information submitted, including vendors' past performance, client references, and adherence to delivery schedules. HCPS reserves the right to make multiple awards, award by groups, types or categories, item by item or lump sum total, whichever may be in the best interest of HCPS.

- 1.28.1 **Award to Next Rated Vendor:** In the event of default, error in award or non-availability of product, HCPS reserves the right to utilize the next rated low vendor and their stated quote prices as needed.

### 1.29 Substitutions

Substitution of products will only be considered when manufacturer has discontinued the product or is having difficulties in the manufacturing and delivery of the product. Vendor must provide an approved substitute at the awarded price or lower price than the item being substituted. The district must issue written acceptance before vendor may ship any substitute. Vendor requests to offer substitute products for any item originally awarded on this quote shall be submitted in writing to Procurement Services along with the following documentation:

- (i) Proof that the manufacturer has discontinued the item and it is no longer available.
- (ii) Complete technical specifications for the substitute product for consideration and approval by the district.

### 1.30 Catalog Quotes

Complete technical information and sales brochures may be required at time of quote opening or upon award. Final consideration of any offered equal may require sample of the item to be made available for visual inspection along with a list of local references.

1.30.1 **Addition/Deletion of Items for Catalog Quotes:** Any items added/deleted by the vendor during the contract period shall automatically be added/deleted to this contract provided they are listed in the current published manufacturer's list price catalog.

### 1.31 Currency

Quote must be in US dollars. Payment will be in US dollars.

### 1.32 Emergency Purchases

HCPS reserves the right to make emergency purchases from the next low vendor and so on should the vendor be unable to deliver the required item in the required timeframe.

### 1.33 Laboratory Testing

In the event materials shipped to HCPS as outlined herein indicate sub-standard specifications in the qualitative or quantitative manner, HCPS reserves the right to have a laboratory test made. If material is deficient, the vendor shall be required to pay all costs of testing. However, if material meets specifications, HCPS shall pay all costs.

### 1.34 Warranty

- 1.34.1 **Intended Use:** The vendor warrants that the goods and/or services supplied hereunder will be of good workmanship, made of proper materials, free from defects, and in accordance with specifications. If the vendor knows of the purchaser's intended use, the vendor warrants that the goods or services are suitable for that intended use.
- 1.34.2 **Length of Warranty:** The warranty for individually purchased equipment, after delivery and acceptance by the school or department, shall be for one (1) year or manufacturer's warranty, whichever is greater. Bidders must include warranty information. HCPS will not accept or award items with less than 1-year replacement warranty.
- 1.34.3 **Warranty Repairs:** The vendor will be responsible for repairing each unit during the warranty period, at no cost to HCPS. Vendor agrees to repair and return equipment within ten (10) days from receipt of request or provide a temporary replacement.

### 1.35 Technical Documentation

If applicable, a complete set of manuals and all related documents for all components included in the system shall be provided upon completion of the installation. A diagram showing the details of the installed system shall be provided including clear identification of key system components.

### 1.36 Training

If applicable, the vendor shall be responsible for furnishing on-site instruction on equipment. Training will be scheduled with the school principal or designee.

A minimum of pre-established hours of initial training, per school shall be provided on all operational aspects of the system. Training should include certifying HCPS to work on their equipment and the ability to purchase parts.

### **1.37 Intellectual Property**

Any publications, discoveries, or inventions arising from collaborative efforts on the part of the vendor and HCPS employees will be the joint property of the vendor and HCPS. Any publications, discoveries, or inventions arising from the single efforts of the vendor or HCPS employees will be the property of the authorizing agency, with acknowledgement to, and collaboration with HCPS in regards to the intended use of such products.

### **1.38 District Safety Office**

HCPS requires that all vendors supplying services and/or products shall, at no time, cause unsafe conditions or commit acts that could have any impact on the safety and health of students, employees, or visitors to district operations. HCPS may require the vendor to supply a written copy of their safety program, safety manual, or operations for review by HCPS at any time during the term of the agreement.

- 1.38.1 **Accidents:** All vendors and its employees including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, local and District Safety policies and procedures. This includes operation of vehicles and equipment on District owned property. Any accidents, injuries, or incidents occurring on District property shall be reported immediately to the District Safety Office.
- 1.38.2 **Occupational Safety and Health Act of 1970:** All materials and services supplied to HCPS must conform to all current regulations as specified in "Occupational Safety and Health Act of 1970", Public Law 91-596 91" congress. 2193, as amended, which includes Chapter XVII Occupational Safety Health Act, Department of Labor, Part 1910 – Occupational Safety and Health Standards, UL safety regulations and other standards for educational use as required by the US government, State of Florida, Hillsborough County and/or local municipality. This includes various safety accessories, and it is the vendor's responsibility to meet the necessary requirements.
- 1.38.3 The District Safety Office will monitor and enforce compliance to Occupational Safety and Environmental Health (OSHA) regulations by all vendors who provide services and/or products to HCPS.
- 1.38.4 **MSDS Sheets:** Any item delivered or used when providing services under this contract must have a published material safety data sheet (MSDS). Each MSDS must be in English and Spanish and include information regarding the specific chemical identity of the hazardous chemicals involved and their common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical: known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.
- 1.38.5 All vendors performing work for HCPS are responsible to provide written notification and MSDS data sheets to the District Safety Office for any hazardous material that may be used. HCPS defines hazardous material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health." These substances are classified as poisonous, toxic, corrosive, and flammable, explosive, radioactive or otherwise have any other warning on the product label.
- 1.38.6 **Approval of Hazardous Materials:** The District Safety Office must approve all hazardous materials used by outside vendors prior to use.
- 1.38.7 All requests for approval of product shall go to the District Safety Office at 4224 West Crest Avenue, Tampa, FL 33614, telephone (813) 872-5263 facsimile (813) 356-1471.
- 1.38.8 The Safety Office will use current, legible copies of MSDS to evaluate each product. Information must be provided at least five (5) working days prior to HCPS use and include the vendor's safety plan (precautions needed by the vendor's employees).
- 1.38.9 After review by the District Safety Office, the original provider of the MSDS will be provided a copy of the MSDS stamped "approved" with or without additional restrictions or "disapproved".

**1.38.10 Use of Hazardous Materials:** All vendors and their employees including sub-contractors performing work under the terms of this contract, will follow the best environmental working practices at all times. The vendor shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to District operations as well as comply with all Federal, State, local and District environmental policies and procedures. The vendor may be required to supply a written copy of their environmental program or manual for review at any time during the term of this agreement.

- The vendor using the approved product must follow any identified restrictions and maintain a copy of the approved MSDS at the job location.
- Products used on HCPS property shall be used in accordance with the manufacturer's instructions and applicable HCPS policies.
- Certain products will not be authorized for use on HCPS property to prevent any incidence of exposure to students or employees. Further stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.
- A product approved for use by District employees does not constitute an automatic approval for use by outside vendors. All products used by outside vendors must be specifically approved for each job within the District.
- District employees will not use products approved for use by outside vendors unless an approved MSDS is provided to the supervisor and/or is maintained in the worksite MSDS book.
- Use of hazardous materials at sites where no students or HCPS employees are assigned do not have to be approved, provided the materials are not within 250 feet of sites with students or employees. All Federal, State and local regulations shall apply.

**1.38.11 Product Removal:** Vendor is responsible to remove all products used on projects immediately upon completion. Products left for HCPS use will be listed on a manifest indicating type of container, amount, and the location of the product. HCPS employees who originated the service or contract shall sign the manifest and send to the District Safety Office.

**1.38.12** The Vendor is responsible for removal and cleanup of all contamination (or potential contamination) when it occurs or identified by the District Safety Office. All incidents shall be immediately report to the District Safety Office.

**1.38.13 Debris Removal:** The vendor shall be responsible for removal of all debris from the site and cleaning work areas. The vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a HCPS representative, shall remove such debris and materials from property.

USE OF HCPS DUMPSTERS AND/OR LEAVING DEBRIS ON SITE IS STRICTLY PROHIBITED.

**1.38.14 Asbestos-Containing Materials and Lead Based Paint:** Asbestos containing material (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, a hazard may be created when ACM and LBP are disturbed. It is the responsibility of the vendor to contact the District Safety Office prior to commencing any work that may disturb any ACM or LBP at District facilities.

### **1.39 Facility Security**

All personnel must coordinate with the facility's front office or security personnel. Employees must 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.

**1.39.1 Vendor Property:** It shall be the sole responsibility of the vendor performing services for this contract to safeguard their own materials, tools, and equipment. HCPS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

## 1.40 Jessica Lunsford Act (JLA)

To comply with ss. 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", all vendors meeting 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, will be required to be Level II fingerprinted and screened by the HCPS Human Resources Department, which consists of FDLE/FBI search. All individuals will be required to have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site Administrators/Managers will deny access to anyone violating this procedure. Vendors may obtain more JLA information and the hours and dates of operation for the HCPS Department of Professional Standards at <http://www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp>.

- If no personnel meet any of the above criteria, the law does not apply and no action is required.
- HCPS will use the "six-foot fence" rule where the vendor shall perform work, and at all times remain, in an area separated from students by a chain link fence that is at least six (6) feet high for projects approved through our Facilities Department.
- HCPS will not use the "in-line-of-sight rule."

## 1.41 Vendor Employees

Failure to comply with these specifications may result in immediate termination of the award and liquidated damages.

1.41.1 **Appearance:** All vendor employees are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any HCPS facilities. Employees shall wear a recognizable uniform. No hats shall be allowed indoors.

1.41.2 **Identification:** Each employee performing work for HCPS must carry a State of Florida issued picture ID (drivers' license or State issued ID) that shall be presented upon request while on HCPS property. This provision will be strictly enforced.

1.41.3 **Qualifications:** Qualifications of new people working under this contract will be submitted to HCPS, in writing, for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

1.41.4 **Conduct:** Vendor employees, while on school grounds shall adhere to the following conduct guidelines:

- (i) Use of tobacco products shall only be allowed in designated areas.
- (ii) Personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
- (iii) Vendor are not to use any "Day Labor" or temporary workers at any HCPS facility. This includes all technicians that are added subsequent to award.
- (iv) Personnel shall not violate any applicable Federal laws, State laws, and any HCPS policies regarding Drug Free Workplace. Violations will be subject for the immediate termination of any contract resulting from this Invitation to Quote.

1.41.5 **Firearms:** Possession of firearms will not be tolerated on HCPS property. No person who has a firearm in their vehicle may park their vehicle on HCPS property. If any employee of a Vendor or Sub-Contractor is found to have brought a firearm on HCPS property, said employee will be terminated from HCPS' contract by the Vendor or Sub-Contractor. Failure to terminate said employee shall cause termination of this agreement.

1.41.6 "Firearm" shall mean any weapon (including a starter gun or antique firearm) which will, 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.

1.41.7 **Unauthorized Aliens:** The employment of unauthorized aliens by any vendor is considered a violation of Section 274 A (e) of the Immigration and Nationalization Act. If the vendor knowingly employs unauthorized aliens, such a violation may cause cancellation of the contract.

## 1.42 Insurance

- 1.42.1 **Coverage:** The vendor shall have, post award but prior to performance, a certificate of insurance showing: Liability - \$1,000,000 minimum, and Property - \$1,000,000 minimum, or In lieu of the previous: Combined Single Limit (CSL) -- \$5,000,000
- 1.42.2 **Workers' Compensation:** The Contractor is required to supply HCPS with proof of compliance with the Workers' Compensation Act while performing work for HCPS. Neither the Contractor nor its employees are employees of HCPS. Proof of compliance must be received by the HCPS Procurement Services prior to performing any work under this contract. If the Contractor fails to maintain the State of Florida requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.
- 1.42.3 **Automobile Liability Insurance:** The vendor shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of \$100,000 dollars per claimant, one million (\$1,000,000) dollars per occurrence, or Five million (\$5,000,000) dollars combined single limit (CSL).
- 1.42.4 For all awarded contracts, Hillsborough County Public Schools must be listed as additional insured on the insurance certificate.

## 1.43 Accounting and Invoicing

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). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of one (1) percent per month on the unpaid balance.

- 1.43.1 **Invoice Submission:** Original invoices shall be submitted to HCPS' Accounts Payable Department, as provided for on the purchase order.
- 1.43.2 Individual purchases may be covered by purchase orders issued against the contract as item(s) are required and/or blanket purchase orders will be issued.
- 1.43.3 For actual deliveries made, payments shall be made on a per order basis.
- 1.43.4 **Service Agreements:** All service agreements require a clearly identified duplicate invoice as a "duplicate" or "copy" to the ordering department or designated project leader.
- 1.43.5 Payment for services shall be by submission of a monthly invoice. The monthly invoice will include all scheduled services and/or product purchased completed and/or purchased during the one-month period.
- 1.43.6 **Purchasing Card (P-Card):** HCPS personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this quote. Unless exception to the condition is acknowledged on the Response Form, the vendor, by submitting a quote, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your quote to be "non-responsive".

## 2. SPECIAL PROVISIONS

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### 2.1 Scope of Work

Hillsborough County Public Schools is seeking quotes from qualified firms for the purchase of ELO 15" 1515L AccuTouch LCD Touchscreen or Equal. The work to be done under this contract may include, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

Any deviations from these specifications shall be clearly noted. Detailed descriptions and/or illustrations must be provided with your quote for consideration.

HCPS reserves the right to change the number of schools during the contract period. Any location shall be serviced at the same rate/cost quote herein.

**2.1.1 Experience:** The vendor shall have been in the type of business for a minimum of three (3) years and maintain all required business and industry licenses from the State of Florida. Vendors shall provide documentation of applicable license, certification, and/or commercial experience. HCPS reserves the right to request documentation at any time during the contract period.

**2.1.2 References:** Vendors shall submit, with the quote response, the name, address and telephone number of the three (3) largest accounts located within the State of Florida with whom you conduct business of similar scope. HCPS may utilize other references information on a vendor's capability to determine performance history. Negative references, in HCPS sole discretion, may be cause for disqualification of vendor. Submit references by duplicating the "Reference Release Form" and completing the top section only. HCPS may not be used as a reference.

**2.1.3 Communications:** Vendor must provide a means to receive direct communications from HCPS, eight (8) hours a day, five (5) days a week. Contact shall be by phone or email. Vendor shall provide a copy of all written communication between any HCPS school/site and the vendor upon issuance.

#### 2.1.4 Specifications:

Touch Screen:

- Up to 1920 x 1080 resolution at 75 Hz
- 15" diagonal, Active matrix TFT LCD (LED)
- Available with AccuTouch Five-Wire Resistive Technology (activated with fingernails, gloves, credit cards, or any stylus), IntelliTouch Surface Wave Technology for superior image quality (activated with finger or glove), or Acoustic Pulse Recognition Technology
- Optional ergonomic 3 stripe MSR available in two versions: USB with keyboard emulation; and USB with human interface device (HID) class specification 1.1
- Sealed touchscreen
- Input Video Format: Analog VGA and/or Display Port
- Dual serial/USB interface
- Removable base and VESA mounting option
- Mounting holes on base bottom for tabletop security
- Controls on the side, plus lockout function for public use
- Digital on-screen display (OSD)
- Internal power supply
- Worldwide agency approvals Applications

Optional Equipment: IntelliTouch Stylus Pen:

- Stylus pen with rubber tip, designed specifically for use with IntelliTouch or iTouch surface wave touch technology.

Bidders must submit product specification sheets or brochures.

## SUBMITTALS

### 3.1 Contact Information and Certification

Vendor must supply the information listed below for quote to be considered.

The signer of this quote response guarantees, as evidence by the sworn 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 Hillsborough County Public Schools, or their 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 services are to be rendered.

The undersigned certifies that this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this quote's terms, conditions, specifications, attachments, and addendum.

The undersigned certifies he/she is authorized to sign this quote for the vendor.

Is your company registered as an SBE with HCPS' Office of Supplier Diversity?  Y  N

Is your company M/SBE certified with any of the following agencies: City of Tampa, Florida Statewide, Inter-Local Certification, Hillsborough County, or Florida Minority Supplier Development Council?  Y  N

Company Name:		
Address:		
City, State:		Zip:
FEIN:	E-Mail:	
Telephone: (    )	Fax: (       )	
Contact/Representative Name/Title:		
Address:		
Telephone: (    )	Fax: (       )	Cell: (       )
E-mail:	Preferred method to receive purchase orders: <input type="checkbox"/> US Mail <input type="checkbox"/> Fax	
Signature of Owner or Authorized Officer and Title:		
Print Name:	Date Submitted:     /     /	

### 3.2 Drug-Free Workplace Certification Form:

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

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

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

Vendor Signature

Company Name

Print Name/Title

Date



### 3.10 Payment Terms

Please select only one (1) payment option from the following list.

- NET 45:** (Standard payment terms): Invoice will be paid in 45 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.

- Note: This option requires you to enter a discount percent

- NET 21:** (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.

- P-CARD:** (Visa purchasing card)

Contact Procurement Services for detailed specifications on the use of P-Cards. Note: You may be required to provide third level information, if warranted.

\_\_\_\_\_ I **do accept** the Purchasing Card conditions stated in this solicitation.

\_\_\_\_\_ I **do not accept** the Purchasing Card conditions stated in this solicitation.

Please check below which level of reporting your company offers its customers utilizing the P-Card.

\_\_\_\_\_ **Level 1:** includes the basic information found on a typical credit card statement.

\_\_\_\_\_ **Level 2:** Level 1 information, plus sales tax and transaction data field (usually 16 characters) providing information related to the transaction, such as an order number or an employee name.

\_\_\_\_\_ **Level 3:** Level 2 information, plus other useful data (item product code, item description, quantity, price, and so on). Level 3 reporting provides information usually found on a typical invoice.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**3.11 REFERENCE RELEASE FORM**

REFERENCE FOR: \_\_\_\_\_ (BIDDER/PROPOSER)

REFERENCE COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
PHONE NUMBER:	FAX NUMBER:	EMAIL ADDRESS:

STOP: Remaining to be completed by Reference Respondent.

FACTORS/RATINGS	EXCELLENT			UNSATISFACTORY			
	6	5	4	3	2	1	N/A
Vendor's completion of major tasks/milestones/deliverables as scheduled.							
Vendor's responsiveness to changes in technical direction and customer's requirements.							
Ability to identify, responds, and solves problems expeditiously.							
Effectiveness and reliability of vendor's key personnel							
Overall performance in planning, scheduling and monitoring							
Use of ordering tools (web page)							
How would you rate the vendor's customer service practices?							
Total Dollar Amount of Contract							

Additional Comments	
---------------------	--

Would you use this Vendor again?     YES     NO

\_\_\_\_\_  
Signature/ Print Name / Title

## APPENDIX: STUDENT NUTRITION SERVICES

### 1. DEFINITIONS

**1.1. Code of Federal Regulations (CFR):** CFR means the codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.

**1.2. Food and Nutrition Service of the United States Department of Agriculture (FNS):** FNS administers the nutrition assistance programs of USDA. The mission of FNS is to work with partners to provide food and nutrition education to people in need in a way that inspires public confidence and supports American agriculture.

**1.3. Food Service Management Company (“FSMC” or “Contractor”):** means a commercial enterprise or a nonprofit organization that is or may be contracted with or by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2].

**1.4. School Food Authority (SFA):** The SFA (Hillsborough County Public Schools) is the administering unit for the operation of a school feeding program. It receives federal meal reimbursements for meal programs and is responsible for ensuring that meal counts and eligibility criteria are met.

### 2. STATE OF FLORIDA SCHOOL FOOD AUTHORITY (SFA) REQUIRED LANGUAGE

For any agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the agreement and the Contractor accepts and acknowledges that it is and shall remain in compliance with said terms and conditions for the term of the award.

**2.1. Food Specifications:** All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) Food Buying Guide (“FBG”), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and the Florida Department of Agriculture and Consumer Services (“FDACS”). If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

**2.2.** All USDA-donated commodities offered to the SFA and made available to HCPS are acceptable and should be utilized in as large a quantity as may be efficiently utilized. For all other food components, specifications shall be as follows:

**2.2.1. Breads, bread alternates, and grains:** All breads must be from whole-grain or whole-grain-rich flour/meal. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.

**2.2.2. Meat and Poultry:** All meat and poultry must have been inspected by USDA and must be free from off color or odor.

- Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.

- Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from USDA.
- For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
- For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.

**2.2.3. Cheese:** All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.

**2.2.4. Fish:** All fish must have been inspected by the United States Department of Commerce (“USDC”) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (“PUFI”) by the USDC.

**2.2.5. Fruits:** All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits, at a minimum, must meet the food distributors’ second quality level. Fruits should have characteristic color and good flavor and be well shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

**2.2.6. Vegetables:** All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables, at a minimum, must meet the food distributors’ second quality level. Vegetables should have characteristic color and good flavor and be well shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements. All canned vegetables must meet the food distributors’ first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.

**2.2.7. Eggs:** Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade “A”, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

**2.2.8. Sauces:** Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

**2.2.9. Milk:** Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.

### 3. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: ALL CONTRACTS

**3.1. Buy American (7 CFR Part 210.21 (D)):** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial

agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**3.2. Energy Policy And Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**3.3. Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- The Contractor will, in all solicitations or advancements, for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**3.4. Debarment and Suspension:** The Proposer by submission and signature of this Proposal that the Proposer complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR, part 85, sections 85.105 and 85.110-(ed80-0013).

- The prospective lower tier (\$25,000) 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.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this solicitation.

**3.5. Funding Agreement (Rights to Inventions):** Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. The Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**3.6. Drug Free Workplace:** The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**3.7. Retention Requirements for Records:** The Contractor shall retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

**3.8. Discounts, Rebates & Credits:** The SFA shall ensure that the Contractor fully discloses all discounts, rebates, applicable credits, allowances, and incentives received by the Contractor. Allowable costs will be paid from the nonprofit school food service account to the Contractor net of all discounts, rebates, and other applicable credits accruing to or received by the Contractor or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

**3.9. Hold Harmless and Indemnification:** The Contractor agrees to release, discharge, indemnify, defend, and hold harmless HCPS, its employees and agents for all illness, injury, or damage to persons or property that may arise out of the activities covered under this Agreement, including the transportation, distribution, use, or consumption of food items, irrespective of any negligence on the part of HCPS. Furthermore, the Contractor agrees

to defend and fully indemnify HCPS from any and all liability, loss, or damage HCPS or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation, or judgments against it arising from any and all illness, injury, or damage to any person, persons, or property caused by or resulting from the activities covered under this Agreement, including the transportation, distribution, use or consumption of food items.

**3.10. Civil Rights:** The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement— Nutrition Programs and Activities, and any additions or amendments.

**3.11. Prohibitions of Gratuities:** By submission of a Proposal, a Proposer certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be terminated when it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**3.12. Audit of Records:** The Contractor shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding the Contractor's records have not been resolved within the three-(3) year record retention period, the records must be retained beyond the three-(3) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

**3.13. Inspection of Facility:** SFA reserves the right to inspect the Contractor's preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.

#### 4. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: CONSTRUCTION CONTRACTS

**4.1. Davis Bacon (Construction Contracts Greater Than \$2,000):** If the total amount of this contract exceeds \$2,000, the federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract. All laborers and mechanics employed by contractors and subcontractors on federally funded construction projects are required to be paid wages not less than the prevailing wages for projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40 of the United States Code. Determinations regarding the applicable prevailing wages are contained at the Department of Labor's official website: <https://wdol.gov/>.

#### 5. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: CONTRACTS GREATER THAN \$10,000

**5.1. Recovered Materials (2 CFR §200.322):** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 6. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS FOR CONTRACTS GREATER THAN \$100,000

**6.1. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** The Contractor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by

Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible if the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation, or transmission of intelligence.

**6.2. Byrd Anti-Lobbying Amendment:** The Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**7. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: CONTRACTS GREATER THAN \$150,000:**

**7.1. Clean Air and Water Pollution Acts (42 U.S.C. 7401 et seq.):** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report all violations to the Federal awarding agency and the Regional Office of the EPA, and notify HCPS concurrently within 30 days of notice of the violation.

**7.2. Breach of Contract/ Administrative, Contractual, or Legal Remedies:** The Contractor's failure to provide the commodities and contractual services within the time specified in this solicitation shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If the Contractor cannot provide the commodities and contractual services, HCPS reserves the right to purchase product from the next lowest/rated Proposer. The defaulting Contractor may be responsible for reimbursing HCPS for the price differences.

**7.3. Federally (full/partial) funded agreements and bids:** [https://www.law.cornell.edu/cfr/text/2/appendix-II to part 200 § 200.216](https://www.law.cornell.edu/cfr/text/2/appendix-II%20to%20part%20200%20216) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**SUBMIT THIS SIGNATURE PAGE WITH YOUR PROPOSAL**

Signature acknowledges that Proposer: has read the above terms and conditions thoroughly before submitting a proposal, will fulfill the applicable obligations in accordance to said terms and conditions, and is submitting without collusion with any other individual or firm.

Contractor Name

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Signature of Proposer's Authorized Official Date

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Name and Title of Proposer's Authorized Official

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM  
(To be submitted with each proposal 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 into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official



**Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

*(Read instructions on page two before completing certification.)*

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. 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.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) 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," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.