

School Board

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Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

BUSINESS SERVICES DIVISION
INVITATION TO QUOTE
(ITQ)

Release Date: December 13, 2021

ITQ Name and Title: ITQ # 2777 Installation / Removal of Flat Panel Televisions and Interactive Panels

Last Day for Questions: **Tuesday, December 7, 2021** , at 12:00 PM

ITQ Due Date & Time: **Wednesday, December 15, 2021** , at 2:00 PM

Pre-Quote Meeting:	No
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ITQ Submittal Via: E-Mail, Fax, US Mail, Common Carrier

Submit Quote to: Hillsborough County Public Schools
Procurement Services
901 East Kennedy Boulevard, Third Floor
Tampa, Florida 33602

Procurement Officer: Dr. Patrick J Palmer Ph.D.

E-mail: Patrick.Palmer@hcps.net

Phone: (813) 272- 4371

Fax: (813) 272- 4390

Quote Term: One-Time Purchase

Tentative Begin Date: 12/17/2021 End Date: 12/16/2022

Renewals available? Yes Two (2) Additional ONE (1) YEAR PERIODS

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/. Hillsborough County Public Schools reserves the right to retain all quotes for 45 days, reject any quotes, and waive any informalities and/or irregularities thereof.

1. GENERAL TERMS AND CONDITIONS

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:

- 1.1.1 This contract may be renewed for two (2) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued no sooner than one hundred twenty (120) days before the expiration of this contract. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed on a date.
- 1.1.2 Upon mutual agreement, this contract may be renewed beyond the two (2) additional one (1) year periods for a period not to exceed 180 days.
- 1.1.3 It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.
- 1.1.4 All prices offered herein shall be firm against any increase for at least one (1) year from the effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the Procurement Officer in advance of any anticipated changes in prices and submit a request for a price change by furnishing the bonafide manufacturer's documents or price list reflecting the changes.
- 1.1.5 HCPS reserves the right to accept or reject within thirty days after the request for a price change. Upon rejection of the price change, the specific item in question will be canceled. Upon approval of the price change, the price will remain firm for at least one (1) year from the date of the change.

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

To conduct new business under this quote, HCPS requires that all vendors have a current VendorLink application on file. If not already registered, the vendor must go to <https://www.myvendorlink.com/common/register.aspx> and complete the online Vendor Application. Failure to comply with this condition may cause the vendor not to be awarded any new business.

- 1.2.1 **Responding to HCPS Solicitations:** Any Vendor 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.
- 1.2.2 **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 the 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 on 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 to download any issued addenda.

1.3 Quote Integrity

HCPS will receive quotes until the date and time indicated on the quote cover. Quotes must be delivered to the procurement office at the stated address no later than the stated time. Quotes must be marked, as to: quote name, quote number, and due date. Quotes received in unidentifiable conditions are sent at the vendor's risk. It will be the vendor's 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 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.

1.3.1 Currency: Quote must be in US dollars. Payment will be in US dollars.

1.3.2 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.

1.3.3 Errors and Omissions: A vendor shall normally be held to their quote; however, in the event, an error or an obvious omission is 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.

1.3.4 Erasures: Erasures are not acceptable in quotes. If changes are necessary, strikeout or draw a line through an incorrect price and write the correct price above. The vendor must initial all changes.

1.3.5 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 no 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.

1.3.6 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. The 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 product(s) 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 pre-approved, the vendor may specify that the quoted price may apply to more than one of the listed products.

1.3.7 "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 waive formalities. Vendors, who wish to have products evaluated for future quote consideration, may contact, in writing, HCPS' General Manager, Procurement.

1.3.8 "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" are 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. Any item bid as an alternate that lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration. If the Bidder does not 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.

- 1.3.9 “No Quote”:** The information called for on each item must be the line with the item. To eliminate any confusion about the quoted items(s), non-quoted item(s) require the words: “no quotation”, “no quote” or “n/b”.
- 1.3.10 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
- 1.3.11 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 “blemms” or “seconds” will not be considered for award.
- 1.3.12 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 the 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](#) Click the link for a map.

1.3.13 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 acknowledgment form attests to this.

1.4 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.

1.5 Vendor Default

Should a vendor fail to perform under this contract or withdraw the submitted quote, the 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 the 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.

1.5.1 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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 outlined 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 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 to perform services.

The vendor agrees to indemnify and to hold harmless schools from and against 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.

1.10 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 violate any zoning or other ordinances in the performance during the life of this contract.

1.10.1 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.

1.10.2 Conflict of Interest - Following s. 112.313(7) (a) F.S. and HCPS policy 6460.01 - Conflict of Interest: No HCPS employee shall have or hold any employment or contractual relationship with any business entity doing business with HCPS. No HCPS employee shall have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of their public duties. Any HCPS employee who knowingly is in a capacity to influence, approve or cause the purchase of any item to HCPS that can render him/her or an immediate relative personal gain must immediately disclose that fact.

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.

1.10.3 Purchases by State Contract and Other Public Agencies - Pricing shall remain firm throughout the specified period. Bidders with a current contract with the State of Florida's, Department of Management Services, to supply items offered in this bid, may quote not more than that contract's price. Failure to comply with this request will result in disqualification.

1.10.4 Hillsborough County Governmental Purchasing Council - Reference Laws of Florida 69-1112 and 69-1119 - All Bids awarded by HCPS, in response to this competitive solicitation, shall be as bids to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Agreement that results from this competitive solicitation. Members may purchase the goods, services, and/or work under the same terms and conditions as the contract between the Vendor and HCPS.

The Members will issue their purchase orders, issue payments, and coordinate the service locations with the Vendor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

- Children's Board of Hillsborough County
- City of Plant City
- City of Tampa
- City of Tampa Housing Authority
- City of Temple Terrace
- Clerk of the Circuit Court
- Expressway Authority
- Hillsborough Area Regional Transit Authority
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Hillsborough County Sheriff
- Property Appraiser
- State Attorney's Office
- Supervisor of Elections
- Tampa Palms Community Development District
- Tampa Port Authority
- Tampa Sports Authority

1.10.5 Optional Provision For Other Agencies - The Vendor may agree to extend other government agencies, departments, and municipalities the Bid prices submitted under the terms and conditions of this Invitation to Bid, should any governmental entity desire to buy under the Contract resulting from this Invitation to Bid.

1.10.6 Kickbacks – HCPS shall disqualify from the award, any Vendor, or its subcontractor if found to have offered or tendered any gratuities or "kickbacks" to any HCPS employee.

1.10.7 Licenses, Permits, And Fees - The Vendor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein.

1.10.8 Damages, penalties, and/or fines imposed on HCPS or the Vendor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Vendor.

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity above the threshold amount provided in Florida Statute 287.017 for category two for 36 months from the date of being placed on the convicted vendor list."

1.10.9 The Bidder certifies, by submission and signature of this bid, that neither it nor its principals are 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).

1.10.10 Federal Debarment Certification - The prospective vendor certifies, by submission and signature of this bid, that the vendor 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 Code of Federal Regulations ("CFR"), part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

1.10.11 A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, for all programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in procurement activity. This form should be completed, signed, and submitted with the bid for the submitted bid to be considered. A new form is required with each bid submitted. Any bid that does not include this required Form will not be evaluated and will not be considered for the award. A signature is required on both the Form and the Vendor Acknowledgement page. A signature on one document cannot be substituted for the signature required on the other documents.

1.10.12 Public Records Laws - All information submitted in response to this request shall be subject to compliance with s. 119.07, F.S., Public Records Law, and s. 812.081, F.S, Trade Secrets. The Bidder must submit all "trade secret" information in a separately labeled envelope. If challenged, the Bidder who submits the "trade secret" information will bear all costs associated with defending their position.

1.10.13 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 under 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.

1.10.14 Statement of Assurance: The Vendor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. The Vendor shall comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Agreement.

The Vendor supplying online services on behalf of HCPS must adhere to the accessibility standards provided by the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and Web Accessibility Initiative Accessible Rich Internet Application Suite (WAI-ARIA) 1.1 for web content.

1.11 Taxes

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

1.12 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.

1.13 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.

1.14 Tabulation

The 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 the time of quote opening, complete information as specified can and may be used as justification for rejection of a quote item.

1.15 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:

- Vendor who certifies they are a drug-free workplace.
- Vendor registered with HCPS as a small business enterprise.
- Vendor certified as a small/minority/women-owned business by a governmental entity in Hillsborough County.
- Vendor certified as a small/minority/women-owned business by a governmental entity in the Tampa Bay area.
- Vendor certified as a small/minority/women-owned business by the State of Florida.
- Vendor is located in Hillsborough County, Florida.
- Vendor receiving the larger dollar award on other items within the quote.
- Vendor located in the State of Florida.
- 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.

1.16 Kickbacks

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

1.17 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.

1.18 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. Except for any contract that HCPS deems to have an impact on security, the General Manager, Procurement, will give a minimum of thirty-(30) days 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 before and up to the time of termination. By written notice, HCPS may terminate the entire or any part of this contract if the 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 the notice.

1.19 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 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.

1.20 Special Conditions

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

1.21 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity above the threshold amount provided in s. 287.017 for CATEGORY TWO for 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 are 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).

1.22 Small Business Enterprise (SBE) Participation

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. The vendor must provide evidence (copies) of any certifications. An online directory of all OSD registered SBE vendors may be reviewed by visiting the OSD website at <https://www.myvendorlink.com/sdhc/vendordirectory.aspx/>.

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 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. [\(Click for MAP\)](#)
Tampa, Florida 33605
Phone: (813) 635-1240
Fax: (813) 635-1245

1.22.1 SBE Utilization Report: 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 an amended report shall be incorporated into the contract.

1.22.2 Subcontractor Participation: A vendor must identify S/M/WBE utilization expenditures to certified S/M/WBE and OSD registered subcontractors that perform a function in the work of this contract.

- 1.22.3** A subcontractor must identify whether they enter into second-tier subcontracts with a S/M/WBE subcontractor to ensure completion of work.
- 1.22.4 OSD Review of Utilization Report:** The vendor and its subcontractors 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, quarterly.

1.23 Delivery

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.

- 1.23.1 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's expense.
- 1.23.2** 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.
- 1.23.3 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 the 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. Unless required later in this solicitation, vendors shall provide inside delivery within thirty - (30) days from receipt of purchase order.
- 1.23.4 Inside Delivery:** The vendor shall decide 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. HCPS employees are not permitted to unload, move, unpack, assemble, or put any item in place that is purchased from this quote.
- 1.23.5 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.
- 1.23.6 Damaged Items:** The vendor shall be responsible for the 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.
- 1.23.7 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.
- 1.23.8 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 satisfactory operational condition.
- 1.23.9 Installation and Programming:** If applicable, upon notification from HCPS of receipt of equipment, the vendor will schedule an installation at a time acceptable to the school principal or designee. Installation shall proceed promptly and be completed as mutually agreed upon. 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.

1.24 Pricing

Unless specified otherwise later in the Invitation to Quote, all prices offered herein shall be firm for the initial term of 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.

- 1.24.1 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.
- 1.24.2 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 quoted herein.
- 1.24.3 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 projections.
- 1.24.4 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.
- 1.24.5 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.

1.25 Assignment:

Vendor, whether under a 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 hereunder, without the previous written consent of HCPS.

1.26 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, awards by groups, types or categories, item by item, or lump sum total, whichever may be in the best interest of HCPS.

1.26.1 Award to Next Rated Vendor:

In the event of default, error in an award, or non-availability of product, HCPS reserves the right to utilize the next rated low vendor and their stated quote prices as needed.

1.27 Substitutions

The substitution of products will only be considered when the manufacturer has discontinued the product or is having difficulties in the manufacturing and delivery of the product. The 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 the 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:

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

1.28 Catalog Quotes

Complete technical information and sales brochures may be required at the 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.

1.28.1 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.

1.29 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.

1.30 Laboratory Testing

In the event materials shipped to HCPS as outlined herein indicate sub-standard specifications qualitatively or quantitatively, 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.

1.31 Warranty

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

1.31.1 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 following 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.

1.31.2 Length of Warranty: The warranty for individually purchased products or equipment, after delivery and acceptance by the school or department, shall be for one (1) year or manufacturer's warranty, whichever is greater.

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

The vendor shall be obligated to repair or replace any defects in material or workmanship which are discovered or exist during said one (1) year period. All labor, products, and transportation shall be at Vendor's expense.

Vendor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

The vendor (s) agrees to repair and return equipment within 3 business days from receipt of the request or provide a temporary replacement.

1.32 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.

1.33 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.

1.34 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 acknowledgment to, and collaboration with HCPS in regards to the intended use of such products.

1.35 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.

1.35.1 Accidents: All vendors and their 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 the 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.

1.35.2 Occupational Safety and Health Act of 1970: All materials and services supplied to HCPS must conform to all current regulations as specified in the "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 requirements. 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.

1.35.3 SDS Sheets: Any item delivered or used when providing services under this contract must have a published safety data sheet (SDS). Each SDS must be in English and Spanish and include information regarding the specific chemical identity of the hazardous chemicals involved and their common names. The 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 SDS.

1.35.4 All vendors performing work for HCPS are responsible to provide written notification and SDS 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.

1.35.5 Approval of Hazardous Materials: The District Safety Office must approve all hazardous materials used by outside vendors before use. All requests for approval of the product shall go to the District Safety Office at 4224 West Crest Avenue, Tampa, FL 33614, telephone (813) 872-5263 facsimile (813) 356-1471. The Safety Office will use current, legible copies of SDS to evaluate each product. The information must be provided at least five (5) working days before HCPS use and include the vendor's safety plan (precautions needed by the vendor's employees).

1.35.6 After review by the District Safety Office, the original provider of the SDS will be provided a copy of the SDS stamped "approved" with or without additional restrictions or "disapproved".

1.35.7 Use of Hazardous Materials: All vendors and their employees including sub-contractors performing work under the terms of this contract, will always follow the best environmental working practices. 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 SDS at the job location.
- Products used on HCPS property shall be used following 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 does 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.

1.35.8 Product Removal: The 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 location of the product. HCPS employees who originated the service or contract shall sign the manifest and send it to the District Safety Office. The Vendor is responsible for the removal and cleanup of all contamination (or potential contamination) when it occurs or is identified by the District Safety Office. All incidents shall be immediately reported to the District Safety Office.

1.35.9 Debris Removal: The vendor shall be responsible for the 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 an HCPS representative, shall remove such debris and materials from the property. USE OF HCPS DUMPSTERS AND/OR LEAVING DEBRIS ON SITE IS STRICTLY PROHIBITED.

1.35.10 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 before commencing any work that may disturb any ACM or LBP at District facilities.

1.36 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.

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

1.37 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."

1.38 Vendor Employees

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

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

1.38.2 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.

1.38.3 Qualifications: Qualifications of new people working under this contract will be submitted to HCPS, in writing, for approval before they conduct any service under this contract. Submit a list of all employees that will be working under the current contract and any intention for additional personnel, and backup personnel for each function.

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

- The use of tobacco products shall only be allowed in designated areas.
- Personnel shall not play loud music, make unnecessary noises, or use language that offends others.
- Vendors are not to use any "Day Labor" or temporary workers at any HCPS facility. This includes all technicians that are added after the award.
- Personnel shall not violate any applicable Federal laws, State laws, and any HCPS policies regarding Drug-Free workplaces. Violations will be subject to the immediate termination of any contract resulting from this Invitation to Quote.

1.38.5 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. "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.

1.38.6 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 the cancellation of the contract.

1.39 Insurance

1.39.1 Coverage: The vendor shall have, post-award but before 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

1.39.2 Workers' Compensation: The Vendor is required to supply HCPS with proof of compliance with the Workers' Compensation Act while performing work for HCPS. Neither the Vendor nor its employees are employees of HCPS. Proof of compliance must be received by the HCPS Procurement Services before performing any work under this contract. If the Vendor fails to maintain the State of Florida requirement for workers' compensation coverage, the certificate of insurance shall state that the Vendor waives subrogation regarding workers' compensation.

1.39.3 Automobile Liability Insurance: The vendor shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of \$100,000 per claimant, one million (\$1,000,000) dollars per occurrence, or Five million (\$5,000,000) dollars combined single limit (CSL). For all awarded contracts, Hillsborough County Public Schools must be listed as additional insured on the insurance certificate.

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

1.40.1 Billed charges shall be based on bid response.

1.40.2 Individual purchases may be covered by purchase orders issued against the contract as the item(s) are required and/or blanket purchase orders will be issued.

1.40.3 All requests will require a duplicate invoice to be sent, clearly identified as a "duplicate" or "copy", either to the area requesting service or designated project leader.

1.40.4 All invoices will include the following information: Vendor shall submit legible copies of their detailed invoice before payment(s) will be made with NO EXCEPTIONS. The submitted invoice must provide the following information:

- Company name, address and contact, email address, telephone, and fax number
- HCPS bill-to department and contact information
- District Project Coordinators Name
- HCPS purchase order number(s)
- HCPS Bid number Hillsborough County Public Schools, FL
- HCPS Contract LAWSON number(s)
- Any manufacturer, vendor stocking, or SKU number (for product and/or parts)
- Site Name and location
- Invoice number and date
- Payment terms
- Description of purchase (product or services) Invoice will show a detailed description of all work performed, including the actual quantity of bid items completed.
- Pricing per unit of purchase Unit of measure (as listed on the Quote Response Form)
- Suppliers Invoice Copy for cost plus parts, products, and items Supplier's invoice MUST show material cost breakdown by item and include a copy(s) of material receipts for cost-plus pricing as applicable.
- Extended Price
- Vendors invoice copy for cost plus parts, products, and items. The vendor's invoice MUST show material cost breakdown by item and include a copy(s) of material receipts for cost-plus pricing as applicable.
- Total Amount Due

1.40.5 No charge or fee will be paid on a submitted invoice without a provided HCPS LAWSON number for the service performed, parts, products or items, etc. that are to be submitted for payment. Failure to comply with these requirements will stimulate the return of invoice and CSVF to the Vendor for adjustment.

1.40.6 Unit of Measure should be as stated in the Quote Response Form

1.40.7 The original invoice will be sent to HCPS Accounts Payable, PO Box 3408, Tampa, FL 33601. A copy of the invoice marked "COPY"; the CSVF and material invoices will be faxed or delivered to the appropriate department.

1.40.8 For actual services rendered, payments shall be made on a per-order basis.

1.40.9 Audit and Investigation Disallowances: HCPS shall notify the vendor of invoice charges or payment errors including errors due to insufficient information or failure to meet the prescribed invoice paperwork process. The vendor shall immediately correct all errors. The disallowance shall be at HCPS' option to either adjust or credit any future claim(s) submitted by the vendor by the amount of the disallowance or to require repayment of the disallowed amount by the vendor through issuing a check payable to HCPS or by another mutually agreed method.

2. SPECIAL PROVISIONS

2.1 Scope of Work

Hillsborough County Public Schools is seeking quotes from qualified firms to provide Installation and/or removal of Flat Panel Televisions and Interactive Flat Panels. 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 under 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 quoted herein.

2.2 ESTIMATED BUDGET

For the purposes of calculating the amount of a protest bond, this Agreement is valued at approximately \$25,000 for one year.

2.3 Communications

The 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. The vendor shall provide a copy of all written communication between any HCPS school/site and the vendor upon issuance.

2.3.1 Specific Requirements: All cabling, wire mold, connections, etc. needed for end-user connectivity must be included with all installation costs associated with flat panel TV and projectors (short-throw). A standard, required wall plate for installation and cabling will provide to the contractor by HCPS.

2.3.2 The product will not be considered complete until a copy of the WO signed by the site supervisor/designee where the work was performed is provided to HCPS. The signed copy may be sent via facsimile. Product is not completed until damages incurred if any, have been repaired and the site is cleaned to the satisfaction of HCPS.

2.3.3 Billed charges shall be based on bid response.

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

- Description of the entire project in brief
- Description of the site/location where the work is to be performed (school name, address, building, name, room number, etc.)
- Work Order Number (if applicable)
- Contract Number ITQ # 2777 Installation / Removal of Flat Panel Televisions and Interactive Panels
- HCPS contact name and phone number.
- List of required goods, materials, and/or service
- Project work timeline, including estimated hours
- Schematics, drawings, or diagrams detailing how work will be performed

2.4.1 The unit of measure must be as stated on the Bid Response Form.

- 2.5 Not to Exceed:** HCPS may request a not-to-exceed quote for a defined scope of services to be provided under this contract. In the event, a not-to-exceed quote is requested and provided, the Vendor shall be paid actual costs for labor and materials up to the quoted amount. The Vendor is responsible for fully investigating the work and must indicate any exceptions or exclusions on the quote.
- 2.6 Competitive Lump Sum for Service:** For requirements anticipated to exceed Five Thousand (\$5,000) Dollars, HCPS may solicit Competitive Lump Sum Pricing from multiple vendors for a pre-defined scope of services. The vendor is fully responsible to investigate and identify the required working hours and resources and indicating any exceptions or exclusions with their submitted price. For all awarded services obtained under a request for Competitive Lump Sum Pricing, HCPS shall make full payment of the Lump Sum amount upon satisfactory completion of the work.
- 2.7 Project Pricing:** Awarded vendor(s) shall be paid based on bid prices. The vendor shall provide a written estimate within twenty-four (24) hours for any work beyond the original scope of work and Purchase order. Verbal confirmation is not to be considered as permission to work, except in health, life, and safety situations. If health, life, and safety situation exist, the Vendor may start repairs with verbal authorization from the Project coordinator, with the understanding that a written estimate of labor and materials will be sent to the appropriate department within **Twenty-four (24) hours**
- 2.8 Firm Prices:** The Bidder's prices offered herein shall be firm for the initial term. It shall be the Vendor's responsibility to notify the Procurement Officer 90 days in advance of any anticipated changes in prices and submit a request for a price change by furnishing bona fide manufacturer's documents or pricelist reflecting the changes. Any renewal shall specify the changes in the renewal price. HCPS reserves the right to negotiate, accept, or reject any proposed price changes. HCPS may rebid/resource the items, discontinue the purchase of the item(s), or may terminate the entire Bid.
- 2.9 Miscellaneous Related Items:** Cost-plus pricing will be used for unspecified miscellaneous related items. HCPS will pay Vendor's cost for these items, plus markup bid by the Vendor. The vendor is required to provide documentation supporting their costs for these items. HCPS may request evidence that the Vendor is obtaining these materials at a reasonable price. This pricing approach is only used for limited items for which specific pricing is not requested or provided. This is expected to be a small percentage of purchases made under this bid.
- 2.10 Rental Equipment:** Vendor(s) will only be allowed to charge a maximum price of cost plus five 5% for rental equipment or items for special circumstances not included in the fee. The vendor must receive preapproval and submit required supporting documentation (copy of rental receipt verifying price and quantity from rental Vendor) noting unit amounts and related costs. ALL rental equipment must be pre-approved and must be the result of extenuating circumstances.
- 2.11 DELIVERY & INSTALLATION**
Unless otherwise stated in this solicitation 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.
- 2.2 Service Response Requirements:**
- 2.2.1** Supplier(s) will be required to start work within five (5) business days of receipt of the PO and must complete work in the timeframe established by the District before the PO was issued. If work does not commence or is not completed by the timelines established herein, HCPS reserves the right to cancel the purchase order and issue a new purchase order to an alternate. Repeated failure to commence or complete work within the prescribed times shall constitute default, and will be grounds for termination of any contract based on this bid.
- 2.2.2** Service is called for only between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding HCPS holidays, unless otherwise specified. The vendor will be expected to schedule assigned work to NOT interfere with normal school arrival and dismissal times. The supplier will be responsible for confirming arrival and dismissal times for each site assigned.

- 2.2.3** Supplier(s) may elect to perform work after standard working hours and incur any additional expenses based upon convenience and availability to the work location. This after standard working hour approach will only apply when approved by the HCPS representative authorizing the work. Based upon this arrangement overtime WILL NOT be paid.
- 2.2.4** Overtime Rates may apply to services rendered by the supplier outside standard HCPS scheduled working hours. Overtime work will be valid only when authorized in writing by an HCPS representative. Overtime work will normally only apply when health, life, and safety concerns dictate a rapid response.
- 2.2.5** When work cannot be completed due to a school function, the Supplier(s) shall reschedule with school officials and notify HCPS when the rescheduled time is beyond the completion date.
- 2.2.6** In some limited cases, however, HCPS may require services sooner than the timeframe described above. If Supplier(s) are unable to meet the requirement for immediate service, HCPS reserves the right to obtain service from an alternate.
- 2.2.7** Emergency repairs and maintenance are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation that would adversely and unduly affect the safety, health, or comfort for the occupants, or otherwise cause loss to the HCPS.
- 2.2.8** Supplier(s) may be required to perform emergency repairs at times other than normal working hours, and shall be available on a 24-hour basis, weekends and holidays included. Supplier(s) shall respond within Twenty-four (24) hours to all requests for emergency service. Failure to respond to a service call, within the designated time, may be considered a valid cause for termination of this contract. If the Supplier(s) do not comply with this requirement, HCPS reserves the right to contact an alternate for service.
- 2.2.9** The vendor is required to provide a firm cost for requested work before a purchase order is issued for the work. Written quotes must be received within Five (5) business days of the request.
- 2.2.10** The vendor will provide a written estimate within twenty-four (24) hours for any work beyond expected to go beyond the original scope of work and Purchase Order. Verbal confirmation is not to be considered as permission to work, except in health, life, and safety situations. In such a case, a written estimate of labor and materials will be sent to the appropriate department within twenty-four (24) hours of verbal notification.
- 2.2.11** The vendor is expected to complete repairs within the timeframes established herein. In cases where delays are not the Vendor's responsibility, HCPS may grant an extension to the work completion time. When work cannot be completed due to a school function, the Vendor shall reschedule a time with school officials and notify HCPS when the rescheduled time is beyond the completion date. Any delay of scheduled work must be reported to the project coordinator and site administrator within 24 hours of delay
- 2.2.12** HCPS will not pay for travel time to and from the worksite or any travel made during lunch breaks. HCPS will not pay any premium for weekends or holidays. The vendor will be paid for actual work performed as evidenced by the sign-in/sign-out sheets.

2.3 GENERAL REQUIREMENTS

2.3.1 TV Mounts and Installation:

- Articulating or fixed wall mount must accommodate 200mm x 100mm x 400mm mounting patterns, VESA® mounting patterns
- Mounts must be RoHS Compliant and UL Certified, No lead-based paint allowed.
- Mounts must list maximum Load/KG and size specifications.
- All Television/Signage Monitors up to 39" must be installed on concrete wall or attached directly to studs on drywall or gypsum type walls.
- All Television/Signage Monitors larger than 40" installed on drywall or gypsum type wall construction require added wall support.
- Mounts must be attached according to the manufacturer's instructions using all mounting hardware supplied. Any substitute hardware must meet or exceed the manufacture's specifications.
- Mounted Television/Signage Monitors must be within 5' of a power receptacle.

Short Throw Projectors:

- ALL require added wall support.
- Power and data connection within 5' of mounting hardware.
- VGA / HDMI / Audio 3.5mm and/or RCA / USB plated (picture below) required. Mounted beneath installation for teacher station.
- Cables run in a wall cavity or above must be plenum rated.
- Cables installations on concrete walls or when possible to run in a wall or ceiling must be Panduit or conduit.



Interactive Panels:

- ALL require added wall support for drywall/gypsum-type walls.
 - Mounts must meet the same requirements as TV/Signage Monitor mounts.
 - Mounts must meet or exceed the weight and size requirements of the manufacturer.
 - Panels must be within 5' of a power receptacle.
 - Minimum mounting height is up to the site principal, should be based on grade level. Standard is 27" from the floor in elementary schools, 30" from the floor in secondary schools (middle, high, and adult schools).
- 2.3.2** Under NO circumstances shall any work proceed unless authorized by the designee and purchase order (PO) issued from the district's Procurement department,
- 2.3.3** All materials provided and work performed shall fully conform to all applicable local, state, and federal regulations and codes. All materials incorporated into the work shall be new unless otherwise approved by HCPS.
- 2.3.4** Vendor(s) shall thoroughly examine and be familiar with all the specifications, the site conditions, and make such investigations to enable them to fully understand the facilities.
- 2.3.5** Vendor(s) shall assume liability for each assigned inspection project and/or project and be solely responsible for all means, methods, techniques, work sequences, procedures, and quality of work throughout each inspection.
- 2.3.6** Vendor(s) shall be responsible for properly assessing work conditions at the job site before initiating work. It is the responsibility of the Vendor to prepare the site area where work is to be done to meet the required standards.
- 2.3.7** Vendor(s) shall provide a trained and knowledgeable, English-speaking work site Supervisor or Representative, at all times, who has decision-making authority. Additionally, sufficient staff and resources to ensure that business-related to HCPS are handled promptly.
- 2.3.8** Vendor(s) must have immediate access to all equipment, man lift, vertical personnel lift, tools, and personnel
- 2.3.9** conform to all applicable local, state, and federal regulations and codes.
- 2.3.10** Vendor(s) will conform to the requirements of a sign-in, sign-out verification sheet, identifying employees, and provisions for entering time. A site administrator/designee will authenticate the sign-in and sign-out times by initialing the box next to the time entered.
- 2.3.11** Vendor(s) shall not accept any work directives other than those issued through or by the Procurement Department. The scope of work shall not be expanded beyond the original work order without the approval of the Procurement representative/designee.
- 2.3.12** Understand that all work described in this bid shall be done with the least inconvenience to HCPS property. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with HCPS personnel from the facility that issued the purchase order.
- 2.3.13** All work must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and

orderly manner. All areas and/or property that is damaged by the Vendor or his representatives during the course of this contract will be repaired, replaced, or restored as found by the Vendor before completion of the contract to satisfaction of HCPS at NO COST to HCPS. HCPS may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.

- 2.3.14** Vendor(s) shall protect all existing and newly installed work, materials, equipment, improvements, structures, and vegetation at all times during work performed under this contract. Adequate dust control and barricades shall be erected and maintained all around areas where equipment and materials are stored and used.
- 2.3.15** All existing structures, utilities, services, etc. shall be protected against damage or interrupted service at all times by the Supplier(s) and the Supplier(s) shall be held responsible for any damage to property caused by his operations on the property.
- 2.3.16** All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.
- 2.3.17** The project is not completed until damages incurred if any, have been repaired and the site is cleaned.
- 2.3.18** All work is subject to inspection during and before the submittal of the final payment.

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3. SUBMITTALS

3.0.1 Contact Information and Certification

The vendor must supply the information listed below for a quote to be considered.

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

The undersigned hereby authorizes any public official, engineer, architect, the 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:	The preferred method to receive purchase orders: ___ US Mail ___ Fax	
Signature of Owner or Authorized Officer and Title:		
Print Name:	Date Submitted: / /	

3.2 Drug-Free Workplace Certification Form:

Under Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more quotes which are equal concerning 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. 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 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 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 the 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

Company Name (please print)

3.3 Response Form

Do not submit a quote of more than \$49,999.99. If your quotation would be for \$50,000 or more this requires sealed bids and you will have exposed your pricing. Simply write "total exceeds \$49,999.99" in the quote total field.

3.4 Prices

Item	Lawson	Description	EST Qty	Unit Price	Total Price
1	3030842	Installation, Wall Screen, Non-electric	100	\$	\$
2	2928649	Installation, Wall Screen, Electric	100	\$	\$
3	2949982	Installation, Interactive Flat/Touch Panels	100	\$	\$
4	2914231	Installation, Short Throw Projector	100	\$	\$
5	3030847	Installation, TV/Digital Display	100	\$	\$
6	3030843	Installation, TV, Mount, Up To 40 " (UL Approved), PA 740	100	\$	\$
7	3030844	Installation, TV, Mount, 40 " To 75 " (UL Approved), PA750	100	\$	\$
8	3030659	Installation, TV, Mount, Larger Than 75 " (UL Approved)	100	\$	\$
9	TBD	Removal of Existing Mount, TV, Panel, or Projector	50	\$	\$
10	TBD	Other Installation Services	50	\$	\$

3.5 Provide warranty information below:

3.5.1 Delivery Requirements are as follows:

The Installation needs to be completed within 10 days of receipt of a purchase order.

3.5.2 Vendor is able to comply with the stated delivery requirements. Yes No

3.5.3 Minimum Order: Vendor does not require a minimum order. Yes No

If no, what is the amount of the minimum order? (Note: a minimum order requirement may be cause for rejection of this response).

3.6 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.

Vendor Signature

Company Name

Print Name/Title

Date