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INVITATION TO BID**March 27, 2009**

ITB DUE DATE: April 28, 2009

ITB DUE TIME: 2:00 PM

BID DELIVERY LOCATION: Hillsborough County Public Schools
Procurement Department
901 E. Kennedy Boulevard, 3rd Floor
Tampa, Florida 33602

ITB TITLE: Refurbishing, Telephone and Electronic Parts

ITB NO: 9046-MST

DIRECT ALL INQUIRIES TO: Teri Solomon
Procurement Officer
teri.solomon@sdhc.k12.fl.us

NOTICE TO BIDDERS: Subject to the conditions, provisions and the enclosed specifications, sealed bids will be accepted at this office until the stated date and time. No consideration of award will be made at the bid opening.

Bids received after the stated date and time, whether presented in person, received by the U.S. Mail, or by any other delivery method, will not be accepted.

The Hillsborough County Public Schools reserves the right to retain all bids for a period of forty-five (45) days and to reject any and all bids and to waive any informalities and/or irregularities thereof.

Hillsborough County Public Schools, Florida

Jean R. Bowman
General Manager, Procurement

PURCHASES BY STATE CONTRACT AND OTHER PUBLIC AGENCIES:

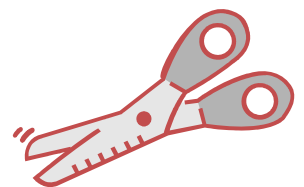
- A. Pricing shall remain firm throughout the bid period. If your company has a current contract with the State of Florida, Department of Management Services, to supply items offered in this bid, the bidder shall quote not more than that contract price. Failure to comply with this request will result in disqualification.
- B. During the term of the contract, the services provided there under shall be available pursuant to chapter 69-1119, laws of Florida, to all Hillsborough County Public Entities under the same contract terms, conditions, and compensation schedule set forth herein.
- C. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the state of Florida. The same terms and conditions as stated herein shall govern such purchases.

The term of the contract is as stated in Section 3, pending Hillsborough County School Board approval. Any inquiries concerning interpretation, clarification or additional information pertaining to this Invitation to Bid must be made in writing and received by the Procurement Department no later than the date stated in Section 3 of this document.

Sealed bids for refurbishing telephone and electronic parts will be received by Hillsborough County Public Schools (hereby known as the "District" or "HCPS") in the office of the General Manager of Procurement, 3rd floor, Raymond O. Shelton School Administration Center (ROSSAC), at the below-referenced address and time.

NOTICE TO ALL BIDDERS: The ROSSAC building is considered "controlled access" and all visitors will be required to present a picture ID in order to obtain a visitor's pass to be admitted into the building.

Please note that receipt of bids means **DELIVERED AND DATE STAMPED RECEIVED IN THE PROCUREMENT OFFICE**. Bids delivered to the building but not delivered to the Procurement Office and date stamped as received will not be considered as received for the purpose of this bid process. Bids must be delivered in a SEALED envelope, clearly marked on the outside, as to: bid name, bid number and opening date, below.



ITB NO.: **9046-MST**

Refurbishing, Telephone and Electronic Parts

TO BE OPENED:

2:00 PM, Tuesday, April 28, 2009

AND ADDRESSED TO:

Hillsborough County Public Schools
Procurement Department, 3rd Floor
901 East Kennedy Boulevard
Tampa, Florida 33602

All items are to be bid FOB Destination, with all transportation charges prepaid and included in the bid prices, and title transferring to HCPS at the time of delivery. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's bid response form. The Procurement Department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's response.

Bidders are cautioned to provide all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of the bid. No oral, telegraphic (fax/scanner) or telephone responses or modifications will be accepted.

Board recommendations and tabulations for this bid will be posted and disseminated by VendorBid (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>). It shall be the sole responsibility of each Bidder to review this solicitation on VendorBid.net. "Failure to file a protest within the time prescribed in section [120.57](#)(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." STATUTES AND CERTIFICATIONS PERTAINING TO THIS BID

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 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 Florida Statute 287.017 for **category two** for a period of 36 months from the date of being placed on the convicted vendor list."

The prospective bidder 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).

FEDERAL DEBARMENT CERTIFICATION

The prospective bidder certifies, by submission and signature of this bid, that the bidder 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).

- (1) The prospective lower tier (\$25,000) participant 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 by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

FAIR LABOR STANDARDS ACT – "HOT GOODS"

The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

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1 GENERAL TERMS AND CONDITIONS

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

- 1.1 HCPS will receive sealed bids until date and time indicated on bid cover. Bids must be delivered to the procurement office at the stated address and will be opened at the stated time. Bids must be delivered in a sealed envelope, clearly marked on the outside, as to: bid name, bid number and opening date. Bids received in unidentifiable envelopes are sent at the bidder's risk. To assure that bids are received prior to opening, bidders may wish to use special delivery mail or deliver by hand. Bids received after the date and time of the bid opening will be date stamped, received and returned to the vendor. It will be the vendors' responsibility to get the bid to the correct location and on time. Please note that the official clock, for the purpose of receiving bids, is located in the procurement office.
- 1.2 All participating bidders, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied herein. This is an agreement that the named vendor shall sell to HCPS during the contract period, the goods, wares, merchandise, or services at the unit prices indicated, based upon subsequent documents issued by the Procurement Department.
- 1.3 Each bidder shall examine all requests for bid 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 for Bid or award must be made in writing and received by the Procurement Department no later than the date stated in Section 3 of this document. HCPS shall not be responsible for oral interpretations given by a 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. All Addenda will be posted and disseminated by VendorBid.net (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>). However, prior to submitting a Bid, it shall be the sole responsibility of each Bidder to review this solicitation on VendorBid.net to determine if addenda were issued and, if so, to download such addenda from VendorBid.net for attachment to the Bid.
- 1.4 HCPS reserves the right to also make purchases of items on this bid from a Florida State Bid contract/agreement or a cooperative educational purchasing council bid during the term of this bid.
- 1.5 HCPS shall be the sole judge as to the acceptability of any and all bids and the terms and conditions thereof, without qualifications or explanation to bidders. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of HCPS shall be final and binding on both parties.
- 1.6 HCPS reserves the right, prior to award of any contract or bid, to inspect the prospective vendor's facility and place of business to determine that the bidder has a regular, bona fide established business that is presently a going concern and is likely to continue as such.
- 1.7 After notification of award, the successful bidder shall indemnify and hold harmless HCPS as specified in Florida Statute Section 725.06. This indemnifies 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 resulting agreement was entered into. These persons are also indemnified 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, contract or purchase order shall be deemed to affect the rights, privileges and immunities of HCPS as set forth in Florida statute.
- 1.8 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 bidder will in no way be a cause for relief from responsibility. The bidder shall have in their possession all applicable insurance, permits, licenses, etc. that may be required by Federal, State, or County law to furnish services under the scope of this contract. The successful bidder must not be in violation of any zoning or other ordinances in the performance during the life of this contract.
- 1.9 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 Bidder who submits the "trade secret" information will bear all costs associated with defending their position.
- 1.10 During the term of this bid the bidder 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 bidder, 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.

1.11 Venue for any and all legal action regarding or arising out of the transaction 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 or bidder 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 or bidder 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 Purchases made under this bid are exempt from all Federal excise and State sales tax.

1.13 No Bids shall be accepted from, or 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.

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

1.15 Tabulation of this bid 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 bid opening, complete information as specified can and may be used as justification for rejection of a bid item.

1.16 HCPS reserves the right to renew and extend the executed contract agreement pertaining to all prices, terms, conditions and specifications upon written mutual agreement between HCPS and contractors for an additional one (1) year period, but not to exceed two (2) additional one (1) year periods.

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

1.17.1 Companies who certify they are a drug-free workplace.

1.17.2 Companies which are registered with HCPS as a small business enterprise.

1.17.3 Companies that are certified as a small/minority/women-owned business by a governmental entity in Hillsborough County.

1.17.4 Companies that are certified as a small/minority/women-owned business by a governmental entity in the Tampa Bay area.

1.17.5 Companies that are certified as a small/minority/women-owned business by the State of Florida.

1.17.6 Companies located in Hillsborough County, Florida.

1.17.7 Companies receiving the larger dollar award on other items within the bid.

1.17.8 Companies located in Florida.

1.17.9 All else being equal, a coin toss will be made to decide the award.

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

1.18 The bidders will not be allowed to offer more than one product/price/service on each item even though the vendor feels that they have two or more types or styles that will meet specifications. Bidder 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 the Procurement Department. No other substitutions will be considered. If said bidder should submit more than one product/price on any item, only the products meeting specifications will be tabulated. It is the vendors right to address alternatives in a separate document but not as part of this bid. However, if more than one product is listed as a pre-approved product, the vendor may specify that the bid price applies to more than one of the listed products.

1.19 The information called for on each item must be on the line with the item. To eliminate any confusion about the items(s) being bid, if you choose not to bid an item(s) please insert the words: no quotation, no bid or n/b.

1.20 Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Vendor must initial all changes.

1.21 The submittal of a bid shall constitute an irrevocable offer to contract with HCPS in accordance with the terms of said bid. The offer may not be withdrawn until or unless rejected or not accepted by HCPS. Accuracy of all prices and statements contained in the bids is the responsibility of the bidder, and no change or cancellation thereof may be made. The General Manager, Procurement or designee reserves the right to ask the bidder 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 bid proposal. School 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 bidder.
- 1.22 A vendor shall normally be held to their bid; however, in the event an error or an obvious omission are discovered in a bid document, the vendor may request in writing the opportunity of withdrawing their bid. 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.
- 1.23 No additional terms and conditions included with the bid 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 bid. 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 bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgement form attests to this.
- 1.24 Should any bidder fail to enter into a contract with HCPS on the basis of the submitted bid by said bidder, bidder acknowledges that bidder shall be liable to HCPS for the difference between such bid 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 company being removed from the bid list for a period of not less than two (2) years from date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.
- 1.25 In the event that any gratuities or "kickbacks" are offered or tendered to any HCPS employee or a subcontractor as an inducement for award of a bid, request for proposal (ITB), subcontract or order, the bidder's proposal shall be disqualified and shall not be reinstated.
- 1.26 Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that all or none groups, quantities, weights, or other criteria must be met, in order to qualify for bid prices, will result in disqualification of the bid. Similarly, expiration dates or other constraints, which are in conflict with bid requirements, may result in disqualification.
- 1.27 HCPS reserves the right to reject any and all bids or parts thereof, and to request re-submission. In acceptance of bids, HCPS shall accept the lowest and best bid from a responsive and responsible bidder. HCPS reserves the right to waive any defect, irregularity or informality.
- 1.28 HCPS reserves the right to terminate all or part of any contract when doing so is in the best interest of HCPS. With the exception of any contract which HCPS deems to have an impact on security, a minimum of thirty (30) days notice for termination will be given in writing by the General Manager, Procurement. Any and all monies which have been paid in advance by HCPS will be prorated to the date of termination and refunded to HCPS. Nothing herein shall be construed as giving the contractor the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to HCPS. If a contractor is discharged, HCPS will only pay for that portion of the work that was satisfactorily completed at the time of termination.
- 1.29 HCPS may, by written notice of default to award vendor, terminate the whole or any part of this contract if award vendor fails to make delivery of the contracted products or services, or fails to perform the contracted services within the time specified in the bid or subsequent addenda. The vendor be given written notice and have ten (10) days to remediate such failure after receipt of notice.
- 1.30 If the bidder defaults after HCPS awards a bid and a bond or certified check was not required with the bid, the bidder shall pay to HCPS as liquidated damages an amount equal to 5% of the unit price times the ordered quantity, or 5% of the total value of the item or bid, which ever is greatest. A successful bidder 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 of two (2) years after the bid award date. Thereafter, the bidder may request to be placed on the bid list. A successful bidder shall be assessed the liquidated damages described above if the bidder products are chemically analyzed (or tested in some other manner) and fail to meet HCPS specifications in the bid.
- 1.31 In the event sufficient budgeted funds are not available, Procurement shall notify the vendor of such occurrence and the contract shall terminate without penalty or expense to HCPS.
- 1.32 When an item appearing in this bid document is listed by a registered trade name and the wording "no substitute, bid only or only" is indicated, only that trade-named item will be considered. HCPS reserves the right to reject products that are listed as approved and wave formalities. Should a vendor wish to have products evaluated for future bid consideration, please contact, in writing, HCPS General Manager, Procurement. If the wording "no substitute, bid only or only" does not appear with the trade name, bidders may submit prices on their trade-named item, providing they attach a descriptive label of their product to this proposal. Sample merchandise bid hereunder as "offered equal" may be required to be submitted to purchaser in advance of bid award. Substitutions of other brands for items bid, awarded and ordered is

prohibited except as may be approved by the General Manager, Procurement.

1.33 Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Bids on "used, remanufactured or reconditioned" equipment or "blends or seconds" will not be considered unless specifically requested.

1.34 Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days.

1.34.1 Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.

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

1.36 Variance in condition - any and all special conditions and specifications attached hereto which vary from general conditions shall have precedence.

1.37 HCPS encourages participation of small and minority-owned business enterprises in the provision of goods, services and construction. If third-party agreements are necessary for the awarded firm to complete this contract, HCPS recommends using a small or minority-owned business.

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

1.39 Inspection and acceptance will be FOB Destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer. If the materials or services supplied to HCPS are found to be defective or 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.

1.40 Purchaser is guaranteed delivery, by the vendor, of all items contained herein by "delivery date" indicated by subsequent Purchase Orders. Failure to perform delivery within this time shall be deemed to be goods or services delinquent and may result in liquidated damages of one percent (1%) of the price of such delinquent goods for each ten (10) calendar days of delinquency. Assessment of such liquidated damages may be applied to any sums owing said bidder. Assessment of said liquidated damages shall be at the sole discretion of Hillsborough County Public Schools

and administrated by the General Manager, Procurement. These liquidated damages shall be in addition to other conditions cited herein.

1.41 It is the intent of HCPS that all contractors and vendors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to district operations. The awarded vendor or contractor may be required to supply a written copy of their safety program/manual for review after contract award. Periodic review of vendor's safety manual and operations may be conducted. All vendors, contractors 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 operation of vehicles and equipment on District owned property. Any accidents, injuries or incidents occurring on District property shall be immediately reported to the District Safety Office.

1.42 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.

1.43 The District Safety Office will monitor and enforce compliance to Occupational Safety and Environmental Health regulations by all vendors and contractors who provide services and/or products to HCPS.

1.44 In compliance with Chapter 442, Florida Statutes, 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 (Spanish may be required by HCPS) and include information regarding the specific chemical identity of the hazardous chemical(s) involved and their common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical: known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.

1.45 All contractors and vendors performing work for HCPS are responsible to provide written notification and material safety 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 warning on the product label.

- 1.46 The District Safety Office must approve all hazardous materials used by outside contractors' prior to use.
- 1.47 All requests for approval of product shall be directed to the District Safety Office at 4224 West Crest Avenue, Tampa, FL 33614. Telephone (813) 872-5263 facsimile (813) 356-1471.
- 1.48 Current, legible copies of material safety data sheets (MSDS) will be used to evaluate all products. This information must be provided at least 5 working days prior to use and must include the contractor's safety plan (precautions needed by the contractor's employees).
- 1.49 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.
- 1.50 The contractor using the product must follow any identified restrictions and must also maintain a copy of the approved MSDS at the job location.
- 1.51 Any product used in HCPS shall be used in accordance with the manufacturer's instructions and applicable District policies.
- 1.52 Certain products will not be authorized for use in HCPS in order 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.
- 1.53 A product approved for use by District employees does not constitute an automatic approval for use by outside contractors. All products used by outside contractors must be specifically approved for each job within the District.
- 1.54 District employees will not use products approved for use by outside contractors unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS book.
- 1.55 Use of hazardous materials at sites where no students or District 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 & local regulations shall apply.
- 1.56 Contractors are responsible to remove all products used on projects immediately upon completion. Products left for District use will be listed on a manifest indicating type of container, amount and the location of the product. HCPS employee who originated the service or contract shall sign the manifest and send to the District Safety Office.
- 1.57 All vendors, contractors 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 awarded vendor or contractor 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 awarded vendor or contractor may be required to supply a written copy of their environmental program/manual for review after contract award. Periodic review of vendor's environmental manual and operations may be conducted. Vendors and contractors will be responsible for removal and clean up of all contamination (or potential contamination) when it occurs or is identified by the District Safety Office. All incidents shall be immediately report to the District Safety Office.

- 1.58 Asbestos-containing materials (ACM) and lead based paint (LBP) - ACM and LBP are present in many District 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 or contractor to contact the District Safety Office prior to commencing any work that may disturb any ACM or LBP at District facilities.

2 SPECIAL TERMS

- 2.1 **Additional Charges:** All additional charges such as installation, shipping, insurance, or other costs must be fully itemized and included with the bid. Charges not specified at the time of the bid/quote will not be honored.
- 2.2 **Addition/Deletion of Items For Catalog Bids:** Any items added/deleted by the award manufacturer 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.
- 2.3 **Assignment:** Successful bidders, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to him here under, without the previous written consent of HCPS.
- 2.4 **Award to Next Rated Bidder:** In the event of default, error in award or non-availability of product, HCPS reserves the right to utilize the next rated low bidder and their stated bid prices as needed.
- 2.5 **Catalogs & Brochures:** Complete technical information and sales brochures must be submitted at time of bid opening for your bid to even be considered. Final consideration of any offered equal will require sample of the item to be made available for visual inspection along with a list of local references.
- 2.6 **Currency:** Bid must be made in US dollars. Payment will be in US dollars.
- 2.7 **Defective Material:** The successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the bidder within five (5) calendar days.
- 2.8 **Dispute Resolution Clause:** In the event a dispute occurs or a clarification of minor contract terms becomes necessary, please indicate your company representative. The District representative will be the General Manager, Procurement. Venue of legal action will be in the State of Florida.
- Representative's name: _____
- Telephone number: _____
- 2.9 **Emergency Purchases:** HCPS reserves the right to make emergency purchases from the next low bidder and so on should the vendor be unable to deliver the required item in the required timeframe.
- 2.10 **Inside Delivery:** Bidder is required to provide inside delivery for all units ordered from this bid. Inside delivery shall be defined as 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.
- 2.11 **Insurance:** The successful bidder(s) shall have prior to performance a certificate of insurance showing: Liability -- \$500,000.00 minimum and Property -- \$100,000.00 minimum. Or in lieu of the previous: Combined Single Limit (CSL) -- \$500,000.00.
- For all awarded contracts, HCPS must be listed as additional insured on the certificate.**

- 2.12 **Workers' Compensation:** The contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of his/her employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. **Contractor also agrees to supply evidence of such coverage with the submission of this bid.** Contractor 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.
- 2.13 **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 found to be deficient, the vendor shall be required to pay all costs of testing. If found to meet specifications, HCPS shall pay all costs.
- 2.14 **Price Decreases:** If prices decrease during the term of this contract, the successful bidder must notify HCPS of the lower prices so that all subsequent orders will reflect accurate pricing.
- 2.15 **Return Agreement:** Each successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received from him which is found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.
- 2.16 **Shipping and Marking:** The award vendor(s) will be required to mark all shipments with HCPS purchase order number clearly visible on the exterior of each container. A packing list must be furnished with each shipment, listing the purchase order number, vendor's part number and description, quantity ordered, quantity shipped, and quantity back ordered.
- 2.17 **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.
- 2.18 **Variation From Materials Specified:** Whenever and wherever items, materials, or equipment have been identified by describing a proprietary product, such identification is intended to be descriptive, and is used to indicate the quality and characteristics of products that will be satisfactory. Bids offering equal or alternate materials and equipment will be considered for award if such items are clearly identified in the bids, and are determined by HCPS to be of equal value in all material respects to the proprietary item specified.
- 2.19 **Warranty:** The vendor warrants that the goods or services supplied hereunder will be of good workmanship and 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.

- 2.20 **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.
- 2.21 **Purchasing Card (P-Card):** The District has implemented a Purchasing Card Program to streamline the procurement process.

By making purchases with the Visa Purchasing Card, HCPS can more effectively control procurement activities while hastening the Awardee(s) ability to receive payment.

Payments made to the Awardee(s) may be by a Visa Purchasing Card but may be changed at any time during the contract period.

3 SPECIAL PROVISIONS

- 3.1 **Scope of Work:** Hillsborough County Public Schools is seeking bids from qualified firms to provide refurbishing of telephone and electronic parts. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.
- 3.1.1 Any deviations from these specifications shall be clearly noted. Detailed descriptions and/or illustrations must be provided with your bid for consideration.
- 3.1.2 HCPS reserves the right to change the number of schools during the contract period. Any location shall be serviced at the same rate/cost bid herein.
- 3.1.3 Estimated annual expenditures are \$50,000.
- 3.2 **Clarification:** The last day to submit questions concerning this ITB shall be April 21 2009 at 4:00 PM. Questions received after this time will not be addressed.
- 3.3 **Addenda:** See General Terms and Conditions, Section 1.3 for instructions on how to receive addenda.
- 3.4 **Contract Term/Option to Renew:** The initial term of the contract shall be for a one (1) year period following the Hillsborough County School Board approval. The anticipated date of award is May 19, 2009.
- 3.4.1 The initial term of the contract shall be from May 20, 2009 through May 19, 2010 following the approval of the Hillsborough County School Board or as specified in a separate award letter.
- 3.4.2 This contract may be renewed for four (4) 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 not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. 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 date.
- 3.4.3 All prices offered herein shall be firm against any increase for at least one (1) year from 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 increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes.
- 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.
- 3.5 **Experience:** The successful bidder shall have been in the telephone and electronic parts refurbishing business for a minimum of two (2) years and maintain a current business license from the State of Florida. Bidders shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. HCPS reserves the right to request documentation at any time during the contract period.

3.6 **Contractors Minimum Qualifications:**

- 3.6.1 For Nortel PBX, Option 11, Option 61, CS1000, BCM, Integrated Voice-Over Internet Protocol (VOIP) systems, and Voice Mail, the Contractor must be a Certified Nortel Partner with access to manufacturer's repair parts.
- 3.6.2 For KSU Systems, the Contractor must have a minimum of two Certified Nortel Technicians to work on the Nortel Modular ICS/Compact ICS (KSU), and Call Pilot 100/150.
- 3.6.3 For KSU Systems, must be able to support the following telephone equipment: Norstar MICS 0x32, Norstar Compact ICS, NAM Voicemail, Call Pilot 100/150 voicemail systems and BCM series systems.

For Nortel parts, the successful bidder will have Norstar repair experience for a minimum of five (5) years and must purchase Nortel parts and equipment directly through the Nortel Network distribution channels.

- 3.7 **References:** Bidders shall submit, with the bid response, the name and address of three (3) firms located within the State of Florida with whom you have current contracts of similar scope which have been in effect for a minimum of twelve consecutive months. HCPS may utilize other references information on a bidder's capability to determine performance history. Negative references, in HCPS sole discretion, may be cause for disqualification of bidder. Submit references by duplicating the Reference Release Form on Section 9 and completing the top section only.
- 3.8 **Award:** Award of this contract shall be to the lowest responsive and responsible bidder who best meets the terms and conditions of the bid. Consideration of award shall be based on the information submitted, including bidders' past performance, client references, and delivery greater than 30 days. 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.
- 3.9 **Estimates:** Quantities and/or amounts stated are for bidders' 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 estimated usage for a twelve (12) month period.
- 3.10 **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. The successful 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.
- 3.11 **Material Safety Data Sheets (MSDS):** Awardee, delivering any toxic substances, as defined in Florida Statute 1013.49 or as amended, shall furnish to the Procurement Department, a Material Safety Data Sheet (MSDS) with the bid or upon request. Failure of the bidder to provide MSDS, as requested, shall result in disqualification of vendor for that bid. The District reserves the right to reject the use of any product from this bid with due cause. All MSDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide HCPS Procurement Department or Risk Management Department with revised MSDS on a timely basis, as appropriate.

- 3.12 **Delivery and Installation:** Prices quoted on the Bid Response Form shall include all shipping costs, shipping F.O.B. Destination and to the facility location specified by the purchase order. Bidders shall provide inside delivery to the various HCPS locations. For a list of all locations, select "District Sites" from the following website: <http://apps1.HCPS.k12.fl.us/purchasing/vendorsbidders.asp>.
- 3.12.1 All parts will be picked up and delivered to Communications and Electronics, 4805 E. Martin Luther King Jr. Blvd., Tampa, FL 33605 between the hours of 7:30 AM and 1:00 PM **only**, Monday through Friday, excluding HCPS holidays, unless otherwise specified.
- 3.12.2 Bidders shall provide all repairs within fifteen (15) days from receipt of Purchase Order and parts pick up. Delivery of certain parts may be requested within five (5) days in a split delivery.
- 3.12.3 It is required that all delivery, handling or other costs necessary to complete an order be included in the single fixed cost provided on the Bid Response Form. Freight collect charges will not be allowed.
- 3.12.4 Should any product be damaged in transit, the Contractor shall be responsible for replacement of the damaged item and transportation for delivery of the replacement item. HCPS will not negotiate with the transport companies for damaged product replacement. The Contractor shall not invoice HCPS for any charges associated with items damaged in transit.
- 3.12.5 The successful bidder(s) shall make arrangements with shipper/common carriers for offloading and inside delivery.
- 3.12.6 HCPS employees are not permitted at any time to unload, move, unpack, assemble, or put any item in place that is purchased from this bid.
- 3.12.7 Installation shall include unloading, handling, inspection, assembling, installing, cleaning and adjusting of all materials, components and equipment (furnished under this bid) in its proper location and in satisfactory operational condition.
- 3.13 **Communications:** Contractor must provide a means to receive direct communications from HCPS during normal business hours. Contact means shall be by phone, radio, or pager. When Contractor desires to be contacted by radio, Contractor must provide a radio communication device to HCPS for communication purposes for the duration of the contract. When contact is by pager, Contractor must respond within 30 minutes of the page.
- 3.13.1 A copy of all written communication between any HCPS school/site and the Contractor shall be forwarded to the Procurement Agent upon issuance.
- 3.14 **Debris Removal:** The Contractor shall be responsible for removal of all debris from the site and cleaning work areas. The Contractor 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.
- 3.15 **Accounting and Invoicing:** Payment terms are Net thirty (30) days with purchase order. All accounting and invoicing correspondence must reference a HCPS purchase order number.
- 3.15.1 Original invoices shall be submitted to HCPS Accounts Payable Department, as provided for on the purchase order.

- 3.15.2 All service agreements require a duplicate invoice, clearly identified as a "duplicate" or "copy" to the ordering department or designated project leader.
- 3.15.3 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.
- 3.15.4 Payment for services shall be made 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.
- 3.15.5 HCPS personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this bid. Unless exception to the condition is acknowledged on the Bid Response Form, the bidder, by submitting a bid, 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 bid to be declared non-responsive.
- 3.15.6 For actual deliveries made, payments shall be made on a per order basis.
- 3.16 **Pricing:** HCPS requires a firm fixed price per unit. Your unit pricing shall be based on inside delivery. Delivery costs shall be included in your bid price.
- 3.16.1 Unit of measure should be as stated on the Bid Response Form.
- 3.16.2 Bidder(s) should bid a discount (percentage) off list price for all items within the scope of work, not listed on the Bid Response Form. Discounts that you offer will be firm for the term of the contract. Invoices will be checked to confirm compliance with quoted pricing.
- 3.17 **Contract Termination:** HCPS shall have the right at any time and at all times to terminate this agreement with or without cause, upon written notice of such termination provided not less than 30 days prior to the date that such termination is to be effective, or with such lesser notice as HCPS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to HCPS. In the event HCPS shall elect to terminate this contract without cause, HCPS shall compensate the bidder for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given the awarded contractor agrees to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The awarded contractor shall have no further rights, and HCPS shall have no further obligation, to the awarded contractor subsequent to the date of termination of this contract as specified in the written notice.
- 3.18 **Contract Administration:** HCPS will periodically inspect work completed or in process to assure that the requirement of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to HCPS. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in terminations of the contractor's right to proceed further with this contract. The Contractor and his sureties may be liable to HCPS for any additional cost incurred by HCPS to

complete this contract. At this point, the contractor shall be considered in default and the contract subject to termination.

3.18.1 It is the intention of HCPS to contract as specified herein with one or more sources that will give prompt and convenient response to our needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Procurement Department.

3.19 **Vendor Application:** All bidders are required to complete an on-line Vendor Application. In order to conduct new business under this bid, HCPS requires that the vendor(s) have a current vendor application on file. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be completed by visiting (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>).

3.20 **Responding to HCPS Solicitations:** Those interested in responding to this or any HCPS procurement opportunity must log on to VendorBid and select "Current Bids". Search for the bid referenced in the notification and view the document(s). If you are interested in submitting a response (bid, proposal, quote, etc.) and receiving updates (addendum, recommendation, award notification) you must select "Participate" to continue notifications for the solicitation.

3.21 **Small Business Enterprise (SBE) Participation:** HCPS expects participation of HCPS Office of Supplier Diversity (OSD) approved SBE vendors in the provision of goods, services, and construction. If third-party agreements are necessary for the Awardee(s) to complete this contract, the District recommends using an OSD approved SBE vendor. Bidder will indicate whether third-party vendors are OSD approved small business enterprises, or provide a plan to incorporate small business enterprises in the project. Provide evidence (copies) of any certifications. An on-line directory of all OSD approved DBE 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 Office of Supplier Diversity (OSD). This office can provide you with an online directory of all certified small businesses by commodity or service. Vendors appearing on the website will be accepted by HCPS as a certified small business enterprise if the contractor submits with their bid response a copy of the certificate from the OSD.

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

3.21.1 **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 is principally domiciled 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).

3.21.2 Business Utilization Report: In order to facilitate an effective monitoring system, each contractor, bidder, or proposer must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of all subcontractors, if any, 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. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with HCPS. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

3.21.3 Subcontractor Participation:

3.21.3.1 A prime contractor must identify S/M/WBE utilization expenditures to certified S/M/WBE and OSD approved subcontractors that perform a function in the work of the contract.

3.21.3.2 A subcontractor must identify whether they enter into second tier subcontracts with an S/M/WBE subcontractor to ensure completion of work.

3.21.4 OSD Review of Utilization Report: The Contractor and its subcontractors agree to provide such information as OSD shall request regarding the utilization of small, minority, and women-owned business enterprises. The Contractor shall supply an updated Utilization Report to the OSD on a quarterly basis.

3.22 Facility Security: All personnel must coordinate with the facility's front office or security personnel. Contractor's 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.

3.22.1 It shall be the sole responsibility of the Contractor 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.

3.23 Jessica Lunsford Act: Effective September 1, 2005, in order to comply with the Jessica Lunsford Act, vendors meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by the District's Human Resources Department which consists of FDLE/FBI search. Criteria: (i) Be at school when students are present, or (ii) Have direct contact with students, or (iii) Have access to or control of school funds.

Effective July 1, 2007, Senate Bill 988-High Risk Offenders, was signed into law. This bill amends the Jessica Lunsford Act provisions that require background checks for contractors on school grounds, and provides an opportunity for school districts to make allowable changes to their district procedure.

HCPS has decided to continue its current fingerprinting and background check requirements, and will not adopt the statutorily allowed changes with the exception of:

- 3.23.1 Contract employees who work, and at all times remain, in an area separated from students by a chain link fence that is at least six feet high, will not be subject to fingerprinting and background screening requirements. This exception will be determined through the Facilities Department as a part of the bid process. Contractors to whom this exception applies will be responsible for maintaining the required fence and for ensuring that workers do not enter any part of the school site which is beyond the fence. Failure of the contractor to meet this requirement will void the contractor's exemption.
- 3.23.2 If you have no personnel who meet any of the three criteria, the law does not apply to you, therefore you do not need to take action.
- 3.23.3 The Technical Assistance paper for the Jessica Lunsford Act can be accessed at: <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.
- 3.24 **Contractor's Personnel:** Contractor's staff is 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.
- 3.24.1 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.
- 3.24.2 Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each technician performing work for HCPS must carry a picture ID issued by the State of Florida (drivers license or State issued ID) that shall be presented upon request while on HCPS property. This provision will be strictly enforced.
- 3.24.3 Use of tobacco products shall only be allowed in designated area(s).
- 3.24.4 Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
- 3.24.5 The Contractor is not to use any Day Labor or temporary workers at any HCPS facility. This includes all technicians that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.
- 3.24.6 The employment of unauthorized aliens by any Contractor is considered a violation of Section 247 A (e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.
- 3.24.7 Possession of firearms will not be tolerated on HCPS property; nor will violations of Federal and State laws and any applicable HCPS policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this Invitation to Bid.
- 3.24.8 "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.

3.24.9 No person who has a firearm in their vehicle may park their vehicle on HCPS property.

3.24.10 If any employee of a Contractor or Sub-Contractor is found to have brought a firearm on HCPS property, said employee will be terminated from HCPS contract by the Contractor or Sub-Contractor. If the Sub-Contractor fails to terminate said employee, the Sub-Contractor's agreement with the Contractor for HCPS contract shall be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate said employee, the Contractor's agreement with HCPS shall be terminated.

3.25 **Requirements:**

3.25.1 All repaired and refurbished parts will be returned to "like new" condition.

3.25.2 The Contractor shall follow the manufacturer's operating and maintenance instructions for the work being performed.

3.25.3 Telephone instruments will be cleaned and painted as needed.

3.25.4 All cords and parts furnished with new telephones and parts shall also be included with the repaired/refurbished item.

3.25.5 All parts will be returned boxed with cushioned packing material.

3.25.6 Circuit cards must have static protection, anti-static bags, etc.

3.25.7 Contractor shall warrant all materials installed and work performed under the terms of this proposal for a period of not less than 90 days following completion and acceptance of the work. Equipment with a manufacturer's warranty exceeding this period will be in force for the duration of that warranty.

3.25.8 Contractor Provided Materials. Contractor shall be responsible for consumable items such as electrical tape, cable ties, staples, assorted screws and bolts, wire nuts, short runs of jet line, etc. HCPS shall not provide separate payment for these items.

3.25.9 HCPS Communications & Electronics staff will evaluate and label parts "**BEYOND ECONOMICAL REPAIR**" if repairs are more than 50% of the cost to purchase the item new using the current MSRP for the item.

3.26 **Substitutions:** Substitutions of product will only be considered when manufacturer has discontinued the product or is having difficulties in the manufacturing and delivery of the product. Vendors must provide an approved substitute at the originally 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 bid shall be submitted in writing to the Procurement Department along with the following documentation.

3.26.1 Proof that the manufacturer has discontinued the item and it is no longer available.

3.26.2 Complete technical specifications for the substitute product for consideration and approval by the district.

4 CONTACT INFORMATION AND CERTIFICATION

- 4.1 Bidder must supply the information listed below for bid to be considered.
- 4.2 The signer of this bid 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.
- 4.3 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.
- 4.4 The undersigned certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this bid's terms, conditions, specifications, attachments, and addendum.
- 4.5 The undersigned certifies he/she is authorized to sign this bid for the bidder.

Company Name:	
Address:	
City, State:	Zip:
FEIN:	E-Mail:
Telephone: ()	Fax: ()
Emergency Contact Name:	Title:
Address:	
Telephone: ()	Fax: ()
Email Address:	
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: (i) City of Tampa, (ii) Florida Statewide, (iii) Inter-Local Certification, (iv) Hillsborough County, or (v) Florida Minority Supplier Development Council? ☐ Y ☐ N	
Prompt Payment Discount: Invoice Discounted: _____ % Net Payment Due _____ Days	
Preferred method to receive purchase orders: ___ US Mail ___ Fax	Delivery days after receipt of order: _____ Days
Signature of Owner or Authorized Officer:	
Typed (Printed) Name and Title of Above:	Date Submitted: / /

5 ADDENDUM FORM

Receipts of the following Addenda are hereby acknowledged (list all Addenda as follows):

ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____

Dated this _____ Day of _____, 20__

Signature of Owner or Authorized Officer: _____

Typed Name of Above: _____

6 DRUG-FREE WORKPLACE CERTIFICATION

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

Unless indicated below, the prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the above drug-free workplace certification.

Please check mark in the space provided if your company **does not meet** the drug-free workplace certification.

_____ **Does not meet** drug-free workplace certification.

Signed: _____

Title: _____

Date: _____

7 REQUIRED SUBMITTALS CHECKLIST

Note: Submittal is **required** for each box checked (or where applicable) for bid to be considered.

- ☒ Addendum Form (if applicable)
- ☒ Bid Response Form
- ☐ Bid Security: See bid for guidelines
- ☐ Business Resume
- ☐ Catalogs
- ☒ Certificate of Insurance: See enclosed guidelines for detailed specifications
- ☒ Contact Information & Certification
- ☒ Drug Free Workplace Certification
- ☐ Financial Statement
- ☐ Illustrations
- ☒ List of References
- ☐ List of Subcontractors
- ☐ Manufacturer's certificate of warranty
- ☒ MSDS Sheets (if applicable)
- ☐ Product Samples: See bid for specific details
- ☐ Specifications
- ☐ Work Schedule: Only required if completion will run beyond (30) days
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

8 BID RESPONSE FORM-ITB#9046-MST PHONE AND PARTS REFURBISHING

ITEM #	L/N	TELEPHONE AND ELECTRONIC PARTS	MFG	UOM	PRICE PER EA
1	06382	PHONE,NORSTAR,M3903 NTMN33GA70	NORTEL	EA	
2	06606	CARTRIDGE,CALLER,ID,TRUNK,CART NT7B75AAAJ GLOBAL	NORTEL	EA	
3	06755	ADAPTER ANALOG TERM NT8B90AL-93	NORTEL	EA	
4	06846	MODULE,FIBER,STA,0x16, NTBB41	NORTEL	EA	
5	06847	MODULE,FIBER,TRUNK 0 X 12, NTBB20FB-93 / NT8B2035-W	NORTEL	EA	
6	06911	FAX SWITCH, THE SWITCH, MULTI LINK	MULTI LINK	EA	
7	07047	PHONE,NORTEL,T 7316E, NT8B27JAAB	NORTEL	EA	
8	9804	CARD EXP 6 PORT, NTBB06	Norstar	EA	
9	9804	EXPANSION,6 PORT, NTBB06GA-93	NORTEL	EA	
10	9805	REMOTE,ACCESS,DEVICE FASTRAD, NT8B80AAAC	NORTEL	EA	
11	9818	KSU,NORSTAR,COMPACT,SYSTEM CICS, NT7B75AAAG	NORTEL	EA	
12	09820	PHONE NORTEL PBX, M3904, MERIDIAN, NTMN34GC70E6	NORTEL	EA	
13	15809	PLAYER, MOH,DISK,OHP,7000 INTELLITECH	INTELLITECH	EA	
14	15810	PHONE,CONFERENCE,STATION,SOUND TWO,POLYCOM, 2200-16000-001	POLYCOM	EA	
15	2491987	MODULAR ICS (MICS) 0X32 (KSU), NORTEL NT7B53FA93	NORTEL	EA	
16	2522791	MODULE,NORTEL, T24 KIM (KEY INDICATOR 'PLAT/T7316E (ONLY), NT8B29AAABE6	NORTEL	EA	
17	2523367	MERIDIAN CONSOLE M2250 OPTION CONSOLE	NORTEL	EA	
18	2558612	MODULE, V MAIL CALL PILOT 150, 32 SEAT LICENSE,NNTMH100EFET NT90118	NORTEL	EA	
19	2558613	MODULE, V MAIL CALL PILOT 100, NNTMH1006MJM	NORTEL	EA	
20	2653589	HEADSET, PLANTRONICS CS-50,NO LIFTER - INACTIVE	PLANTRONICS	EA	
21	2669582	MODULE,KEY EXPANSION,NORSTAR,KBA NTMN37BBA70		EA	
22	2700214	HEADSET, PLANTRONICS, SYSTEM,WIRELESS, CS50 WITH HL10 LIFTER I	PLANTRONICS	EA	
23	2702636	CARTRIDGE,CICS COMBO SVC,NT87BAAAT	NORTEL	EA	
24	2702760	TELEPHONE SYSTEM,BCM50,BUNDLE,NORTEL,NTBU0971	NORTEL	EA	
25	2715962	CARD,DIGITAL,LINE,NT8D02HAE5	NORTEL	EA	
26	2724738	HEADSET, PLANTRONICS, CS55, NO LIFTER OFFICE DEPOT	PLANTRONICS	EA	
27	2724739	HEADSET, PLANTRONICS, WIRELESS,OFFICE CS70 - NO LIFTER INCLUDED,	PLANTRONICS	EA	
28	2783380	BCM 400,TELEPHONE SYSTEM,NORTEL, NT7B10AAFRE5	NORTEL	EA	
29	2783381	BCM 400 CARD,COMBO,GATM 8 & DSM 16,NT5B42AAAGE5	NORTEL	EA	
30	2783382	MODULE, 4 PORT GLOBAL ANALOG TRUNK, BCM-GATM4,NT5B44BAAEE5	NORTEL	EA	
31	2783383	BCM 400 MODULE STATION DIGITAL DSM32 NT7B09AAADE5	NORTEL	EA	
32	2801499	BCM,EXPANSION UNIT,BCM WITH UNIVP/S,NORTEL,NTPW0130	NORTEL	EA	
33	2801951	HEADSET,PLANTRONICS, SYSTEM, WIRELESS, CS70 HL10, S5606013	PLANTRONICS	EA	

ITEM #	L/N	TELEPHONE AND ELECTRONIC PARTS	MFG	UOM	PRICE PER EA
34	2801962	BCM 400 MODULE, 4X16,STATION MEDIA BAY,NT5B42AAAFE5	NORTEL	EA	
35	2802092	PHONE,IP 1120E,NORTEL,NTYS03BCE6	NORTEL	EA	
36	2802093	PHONE,IP 1140E,NORTEL,NTYS05BCE6	NORTEL	EA	
37	2802095	POWER SUPPLY BCM 400 UNIV NORTEL	NORSTAR	EA	
38	2802096	EXPAN MODULE,1100 SERIES IP PH,18 KEY,NORTEL,NTYS08AAE6	NORTEL	EA	
39	Need L/N	CARD, T-1 INTERFACE CARD, T-1 INTERFACE FOR 0X32 NORTEL, NT7B74GA	NORTEL	EA	
40	2852861	MODULE,BCM DTM DIGITAL TRUNK MEDIA BAY,NORTEL,NN5B04AAAD	NORTEL	EA	
41	Need L/N	CARD,OPT 11 ANALOG, NORTEL NT8D09CAE5	NORTEL	EA	

8.1 **Delivery:** Please answer the following delivery questions:

8.1.1 What is your company's delivery time after receipt of order? _____

8.1.2 Vendor is able to comply with the delivery requirements as stipulated in Section 3.13.1. ____Yes ____No

8.1.3 Vendor is able to comply with the delivery requirements of repaired items as stipulated in Section 3.13.2. ____Yes ____No

8.2 **Minimum Order:** Vendor does not require a minimum order. ____Yes ____No

8.2.1 If no, what is the amount of minimum order? (**Note: a minimum order requirement may cause this response to be rejected**). _____

8.3 **Warranty:** Vendor is able to comply with the warranty requirements as stipulated in Section 3.26.7. ____Yes ____No

9 REFERENCE RELEASE FORM

I _____ being of _____

(Name/Title)

(Name of Company)

give Hillsborough County Public Schools, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

STOP: Remainder to be completed by HCPS

TECHNICAL PERFORMANCE

FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk							
Ability to identify and solve problems expeditiously							
Ability to employ standard tools/methods							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE (continued)

	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							

CUSTOMER SATISFACTION

	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would your rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							

Additional
CommentsWould you use this
Contractor again?☐ YES☐ NO