

Regular Board Meeting  
9-13-16  
7:00 PM

**9-13-16 Regular Board Meeting**  
Agenda Item #1981

**Title**

Award Bid No. 17-450-06 Architectural Hardware, to Electronic Access Specialists (Dba Southern Lock & Supply) and Graybar Electric Co. Inc. and Authorize the Purchase of the Goods for an Estimated Annual Amount of \$300,000.00

**Executive Summary**

The Director of Facilities Operations, on behalf of the Superintendent of Schools, hereby requests Board approval to award Bid No. 17-450-06 Architectural Hardware, to Electronic Access Specialists (dba Southern Lock & Supply) and Graybar Electric Co. Inc. And to authorize the purchase of the goods for an estimated annual amount of \$300,000.00.

**Board Action Requested**

Award Bid No. 17-450-06 Architectural Hardware, to Electronic Access Specialists (Dba Southern Lock & Supply) and Graybar Electric Co. Inc. and Authorize the Purchase of the Goods for an Estimated Annual Amount of \$300,000.00

**My Contact**

Erik Van de Boogaard  
Director of Facilities Operations  
vandeboogaard\_e@hcsb.k12.fl.us  
(352) 797-7050

**2012-17 Strategic Focus Area**

(O) Safe, secure and energy efficient operations

**Financial Impact**

purchased as needed from approved accounts

Attachments:

- ITEM 4.a: 17-450-06 Addendum 1
- ITEM 4.b: 17-450-06 Architectural Hardware (09-13-2016)
- ITEM 4.c: 17-450-06 Architectural Hardware
- ITEM 4.d: Architectural Hardware General Budget Sheet
- ITEM 4.e: Architectural Hardware Capital Budget Sheet

***The School District of Hernando County, Florida***

Finance &amp; Purchasing Department

Joyce McIntyre, Director of Finance &amp; Purchasing

919 North Broad Street

Brooksville, FL 34601

(352) 797-7060

(352) 797-7160

Superintendent: *Lori M. Romano, Ph.D.*Board Chairperson: *Matthew a. Foreman*Vice Chairperson: Beth Narveru

Board Members:

*Susan Duve**Gus Guadagnin**Mark C. Johnso*

To: Vendors

From: Janet Alfano, Manager Purchasing Services

Date: July 13, 2016

Re: **ADDENDUM NO. 1, Bid No. 17-450-06 Architectural Hardware**

**NOTE:** THIS ADDENDUM SHOULD BE SIGNED AS ACKNOWLEDGMENT OF ITS RECEIPT AND RETURNED WITH YOUR BID

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 Signature

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 Company Name

The following should be recognized as **Addendum No. 1** to the recent bid **17-450-06 Architectural Hardware**, dated **July 13, 2016**.

PLEASE NOTE THE FOLLOWING:

- Replace page 20 of the original bid with the attached page 20. "Digital Video Surveillance Recorders Supplies & Replacement Parts" has been deleted from item list.
- Replace page 21 of the original bid with the attached page 21. "IC Real Time®" Supplies & Replacement Parts has been replaced with "IC Real Time®" for Digital Video Surveillance Recorders.

*It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.*

## **BID PROPOSAL FORM**

### **METHOD OF AWARD – INDIVIDUALLY BY LINE ITEM TO THE HIGHEST PERCENTAGE DISCOUNT**

Enter percentage discounts (that shall be deducted from the list price) in the appropriate column below. After the award, successful bidder(s) will be required to supply current manufacturers' price lists to the Purchasing, Maintenance and Security & Safety Departments and update them accordingly. **CD formats are preferred.** All quotations for items **\$5,000.00 and over** must be submitted in writing, referencing the district bid number, including the list price, applicable percentage discount and firm net delivered price. This is a requirement for internal auditing purposes.

<b>Description</b>	<b>Percentage Discount Off List Price</b>
<b>A1®</b> Supplies & Replacement Parts	%
<b>Adams Rite®</b> Supplies & Replacement Parts	%
<b>Best®</b> Supplies & Replacement Parts	%
<b>Bommer Industries®</b> Supplies & Replacement Parts	%
<b>C.Q.R. IT®</b> Supplies & Replacement Parts	%
<b>Clearview®</b> Supplies & Replacement Parts	%
<b>CompX®</b> Supplies & Replacement Parts	%
<b>Corbin Russwin®</b> Supplies & Replacement Parts	%
<b>Detex®</b> Supplies & Replacement Parts	%
<b>Don-Jo®</b> Supplies & Replacement Parts	%
<b>Dorma®</b> Supplies & Replacement Parts	%
<b>Falcon®</b> Supplies & Replacement Parts	%
<b>HES®</b> Supplies & Replacement Parts	%

**ITEM 4.a: 17-450-06 Addendum 1 (1981 : Award Bid 17-450-06 Architectural Hardware)**

Description	Percentage Discount Off List Price
<b>Houdini®</b> Supplies & Replacement Parts	%
<b>HPC®</b> Supplies & Replacement Parts	%
<b>Hudson®</b> Supplies & Replacement Parts	%
<b>IC Real Time®</b> for Digital Video Surveillance Recorders	%
<b>IEI®</b> Supplies & Replacement Parts	%
<b>ILCO®</b> Supplies & Replacement Parts	%
<b>Jackson®</b> Supplies & Replacement Parts	%
<b>Kaba®</b> Supplies & Replacement Parts	%
<b>Keedex®</b> Supplies & Replacement Parts	%
<b>KSI®</b> Supplies & Replacement Parts	%
<b>LAB®</b> Supplies & Replacement Parts	%
<b>LCN®</b> Door Closers	%
<b>LCN®</b> Supplies & Replacement Parts	%
<b>Lucky Line®</b> Supplies & Replacement Parts	%
<b>Major®</b> Supplies & Replacement Parts	%
<b>Markar®</b> Supplies & Replacement Parts	%
<b>Master®</b> Supplies & Replacement Parts	%

**PURCHASING AGENDA ITEM**

Hernando County School Board

**School Board Approved Meeting : September 13, 2016****Bid No:** 17-450-06**Bid Title:** Architectural Hardware

Recommend approval of this agenda item under the specific category checked below.

**Agenda Item Categories:**

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Lowest Bid(s)         | <input type="checkbox"/> Request for Proposal(s)      | <input checked="" type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation *   |
| <input type="checkbox"/> Revised Award *       | <input type="checkbox"/> Renewal of Contract          | <input type="checkbox"/> Sole Source *                               | <input type="checkbox"/> Re-Award (partial/whole) * |
| <input type="checkbox"/> Bid Termination *     | <input type="checkbox"/> Revisions/Amendments To Bid* | <input type="checkbox"/> Bid Extension *                             | <input type="checkbox"/> Emergency *                |
| <input type="checkbox"/> Piggyback/Cooperative |   |  |   |

**Bid Contract Period:** 09/22/16 thru 09/21/18☐ N/A - One Time Purchase**Contract Type:**☐ Estimated  
Dollar Amount☐ Firm, Fixed  
Dollar Amount☐ Firm, Fixed  
Unit Prices☒ Firm, Fixed Hourly  
Rates, Fees and/or  
Percentages**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
3	6-months	1 - year	

**\* Rationale/Reason**Bidders Electronically  
Downloaded From Public  
Purchase Website: 41

Bids Received: 2

No Bids:

Late Bids: 1

Rejected Bids:

☐ N/A - Bids Not  
Required**Submitted By:** Joyce McIntyre**School(s):****Title/Department:** Director of Finance & Purchasing**Requested By:** Erik Van de Boogarrd**Department(s):** District Wide**Title/Department:** Director of Facilities Operations**Recommended award by vendor(s), description of item(s)/service(s) and prices: (see attached)****Terms Code – 1706**

To provide and deliver architectural hardware to the Maintenance and Safety & Security Departments, as needed and to secure firm discounts off manufacturer's list prices, for the contract period.

Electronic Access Specialists, Inc. (dba Southern Lock & Supply) V-49267  
Graybar Electric co., Inc. V-2295

Description	Electronic Access Specialists, Inc.	Graybar Electric Co., Inc.
A1® Supplies & Replacement Parts	Net + 10%	--
Adams Rite® Supplies & Replacement Parts	60.5%	49.5%
Best® Supplies & Replacement Parts	Supplies: 55.7% Parts: 45.0%	--
Bommer Industries® Supplies & Replacement Parts	Net +10%	--
C.Q.R. IT® Supplies & Replacement Parts	Net +10%	--
Clearview® Supplies & Replacement Parts	32.0%	--
CompX® Supplies & Replacement Parts	40.0%	--
Corbin Russwin® Supplies & Replacement Parts	Supplies: 62.4% Parts: 45.0%	--
Detex® Supplies & Replacement Parts	Supplies: 58.0% Parts: 50.0%	--
Don-Jo® Supplies & Replacement Parts	57.0%	--
Dorma® Supplies & Replacement Parts	Supplies: 55.0% Parts: 45.0%	--
Falcon® Supplies & Replacement Parts	61.4%	--
HES® Supplies & Replacement Parts	59.0%	49.0%
Houdini® Supplies & Replacement Parts	Net +10%	--
HPC® Supplies & Replacement Parts	Net +10%	--
Hudson® Supplies & Replacement Parts	Net +10%	--
IC Real Time® Supplies & Replacement Parts	16.0%	49.5%

ITEM 4.b: 17-450-06 Architectural Hardware (09-13-2016) (1981 : Award Bid 17-450-06 Architectural Hardware)

Description	Electronic Access Specialists, Inc.	Graybar Electric Co., Inc.
<b>IEI®</b> Supplies & Replacement Parts	50.0%	46.0%
<b>ILCO®</b> Supplies & Replacement Parts	Net +10%	--
<b>Jackson®</b> Supplies & Replacement Parts	Net +10%	--
<b>Kaba®</b> Supplies & Replacement Parts	Supplies: 53.0% Parts: 45.0%	--
<b>Keedex®</b> Supplies & Replacement Parts	Net +10%	--
<b>KSI®</b> Supplies & Replacement Parts	Net +10%	--
<b>LAB®</b> Supplies & Replacement Parts	Net +10%	--
<b>LCN®</b> Door Closers	61.0%	41.5%
<b>LCN®</b> Supplies & Replacement Parts	53.0%	41.5%
<b>Lucky Line®</b> Supplies & Replacement Parts	Net +10%	--
<b>Major®</b> Supplies & Replacement Parts	Net +10%	--
<b>Markar®</b> Supplies & Replacement Parts	55.0%	--
<b>Master®</b> Supplies & Replacement Parts	53.0%	--
<b>Norton®</b> Supplies & Replacement Parts	55.0%	--
<b>NSP®</b> Supplies & Replacement Parts	55.0%	--
<b>Olympus Lock®</b> Supplies & Replacement Parts	53.0%	--
<b>Paxton®</b> Supplies & Replacement Parts	42.0%	37.0%
<b>Pemko®</b> Supplies & Replacement Parts	53.0%	--
<b>Pro-Lok®</b> Supplies & Replacement Parts	Net +10%	--
<b>RCI®</b> Supplies & Replacement Parts	55.0%	49.0%
<b>S.Parker®</b> Supplies & Replacement Parts	55.0%	--

Description	Electronic Access Specialists, Inc.	Graybar Electric Co., Inc.
Schlage® “ND” Series Locksets	66.6%	47.0%
Schlage® Cylinders	57.7%	47.0%
Schlage® Key Blanks and Key Controls	57.7%	47.0%
Schlage® Electronics C/O	57.7%	49.0%
Schlage® Electronics A/D	57.7%	37.0%
Schlage® Electronic Electrified Accessories	45.0%	49.0%
SDC® Supplies and Replacement Parts	35.0%	37.0%
SRS® Supplies and Replacement Parts	Net +10%	--
Stanley® Supplies and Replacement Parts	Net +10%	--
Supra® Supplies and Replacement Parts	Net +10%	--
Tell® Supplies and Replacement Parts	55.0%	--
Tri-Flow® Supplies	Net +10%	--
<u><b>Additional Requested Information</b></u> Balance of Line Percentage Discount For Various Other Lock Supplies and/or Manufacturer’s Not Specifically Identified Above (Same Discount Off List Prices Shall Apply Regardless of the Manufacturers’ Product Line Offered)	30.0%	0.0%



Cut along the outer border and affix the label shown below to your sealed bid envelope to identify it as a “SEALED BID”. Remember to be sure and include the name of the company submitting the bid where requested in the space provided below.

SEALED BID

DO NOT OPEN

SEALED BID NO.: 17-450-06

BID TITLE Architectural Hardware

DUE DATE/TIME: August 9, 2016 @ 11:00 AM

 SUBMITTED BY: \_\_\_\_\_  
 (Name of Company)

 DELIVER TO: HERNANDO COUNTY SCHOOLS  
 Purchasing Department  
 919 N. Broad Street  
 Brooksville, FL 34601

## PLEASE NOTE:

Be advised, occasionally, and if needed, addenda may be issued to this bid. Addenda, if and when issued will be posted on the same web site from which you obtained this bid document.

You should periodically, prior to submitting your bid, check the Public Purchase web site to download any such addenda, which may have been issued.

To become a registered vendor and receive automatic notifications of any current bid solicitations for the Hernando County School Board, Purchasing Department, you must register online with the district's new automated "Public Purchase" system. Sign-on and register @ <http://www.publicpurchase.com>. There is NO vendor fee for this service. Attach Your Company's W9 Form Electronically Online By Uploading To Your Company Application.

Be advised, official notifications of contract approvals and board approved purchasing tabulations, for all successful vendors, will be electronically posted on the above Public Purchase website (location of the original solicitation document), on the first available business day following the school board meeting. Due to excessive mailing costs and tight budget constraints, the Purchasing Department **WILL NOT** mail out official notifications of contract awards. Verify you have provided a legitimate email address on your submittal. Successful vendors will receive electronic award notifications using the Public Purchase email system.

OVERNIGHT/EXPRESS DELIVERIES ARE NOT ALWAYS RECEIVED PRIOR TO BID OPENINGS SCHEDULED FOR **11:00 AM**. BIDS WILL NOT BE CONSIDERED IF RECEIVED AFTER THE STATED BID OPENING DATE & TIME.

<b>SUBMIT BID TO:</b>	<b>PURCHASING DEPARTMENT</b> School Board of Hernando County, Florida 919 N. Broad Street Brooksville, Florida 34601	<b>INVITATION TO BID</b>
<b>BID TITLE:</b>	<b>Architectural Hardware</b>	<b>BID NO.</b> 17-450-06
<b>F.O.B. DESTINATION POINT:</b>	Facilities Support Operations – Safety & Security Dept. 8008 Mobley Road Brooksville, FL 34601	<b>Purchasing Contact:</b> Janet Alfano (352) 797-7060
<b>BID DUE DATE AND TIME:</b>	<b>August 9, 2016 @ 11:00 AM</b>	<b>Issue Date:</b> July 12, 2016 <b>BID OPENING:</b> Purchasing Department

**SUBMITTALS:**

Certain **Submittals** are required with this bid. See **ADDITIONAL REQUIRED SUBMITTALS** found later in the bid document for details. **Two (2) copies** (1 original & 1 copy) of your bid proposal are required. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

**VISA® PURCHASING CARDS / VISA® E-Payables For Invoice Payments / Electronic Purchase Orders:**

The District is continuing its efforts to implement cost effective initiatives and paperless processes using VISA® Purchasing Cards, E-Payables VISA® process for vendor invoice payments and issuing electronic purchase orders to make purchases from this solicitation. The bidder, by submitting a proposal, agrees to accept electronic PO's and/or VISA® purchasing cards, E-Payables Credit Card, as an acceptable form for payments. Vendor **may not add additional /separate service fees/handling charges** to VISA® purchases or payments. Refusal to accept these conditions may be a deciding factor in the award of this solicitation. See Special Section For E-Payables Program And Request For A Valid PO Email Address Below For Receipt Of Electronic Purchase Orders.

**Note to Bidder:**

**A.** A signed bid submitted to the School Board obligates the bidder to all conditions stated on the bid proposal form.

**B.** Bids received and stamped after the stated bid opening date & time will not be considered.

**C.** By submission and authorizing signature to this bid, vendor certifies compliance to the Federal Certification Regarding Debarment Rule, as required by Executive Order 12549, Form AD-1048

Delivery Days After Receipt Of Purchase Order: \_\_\_\_\_ Payment Terms \_\_\_\_\_

**BIDDER MUST FILL IN THE INFORMATION BELOW & SIGN FOR BID TO BE CONSIDERED. UNSIGNED BIDS SHALL BE REJECTED**

Company Name: _____	FEIN: _____
Address: _____	Telephone: ( ) _____
City, State: _____	Zip: _____
Valid PO E-mail Address: _____	
Officer/Agent Authorized Company Signature _____	Contact Persons E-mail: _____
Name Typed / Legibly Printed _____	Website: _____
Date Submitted: _____	(Website, If Available)

**NO BID:** I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

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

## GENERAL TERMS & CONDITIONS

### 1. PREPARATION OF BIDS:

- A. ***Bidder's Liability:*** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Omission on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations/services covered under this bid, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the School Board or compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions in the bid is cause for rejection.
- B. ***Submittal of Bids:*** BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE. CLEARLY MARKED WITH THE BID NAME, NUMBER, DATE & TIME using the return address label provided and should be affixed to outside of your envelope identifying it as a *sealed bid*. Submit bids in an envelope separate from any express mail or courier envelopes, as those items will be opened and discarded. Any company not responding to this request with either a bid or a "NO BID" *may be removed from the active bidders list*.
- C. ***Receipt of Bids:*** The Hernando County School Board is not responsible for timely delivery of the U.S. or private courier mail. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the purchasing department by the specified due date and time.  
**LATE BIDS WILL BE REJECTED!**
- D. ***Acceptable Form:*** Telegraph and Facsimile (FAX) bids shall not be considered.
- E. ***Minimum Required Documents:*** The following documents must be returned with your bid proposal to be considered responsive:
  - i. Completed and signed *Invitation To Bid* form. (page 1)
  - ii. Completed *Bid Proposal* form(s)
  - iii. Items verified on *Submittals Checklist* form
- F. ***Forms:*** All bids must be submitted on and comply with the bid forms provided in order for your bid to be considered. If additional space is required, the bidder may submit a signed, dated attachment, which will become part of the bid response. The Invitation to Bid Form must be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected.
- G. ***Quoted Prices:*** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total lot price of two or more distinct items is requested, the purchasing department reserves the

right to verify mathematical extensions and totals, correct totals if necessary and recommend an award based upon the overall group total.

- H. ***Freight Terms:*** All items are to be bid **FOB destination** with all transportation charges prepaid and title transferring to the district at the time of delivery, unless otherwise stated in bid invitation. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's proposal.
- I. ***Item Specifications:*** When the bid invitation specifies a certain manufacturer, brand, make or catalog number, denoting the quality, type or standard of article desired, the bidder may offer an equal or superior alternate, unless the term "*No Substitutes*" or "*Only*" is used in the bid invitation. The term "*No Substitutes*" or "*Only*" may be used when compatibility with other articles or materials is required or if standardization is desired.
  - i. Any item bid as an alternate which lacks sufficient descriptive literature or information to enable a comparative analysis, may prevent its consideration.
  - ii. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item requested must be supplied by the bidder upon receipt of a purchase order.
  - iii. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.
- J. ***Bid, Performance & Payment Security:*** When bid performance and payment securities are required, the requirement will be included with the bid. Detailed specifications will be included.
- K. ***Product Certification:*** When product certification is requested, the bidder will submit as part of the bid, a signed affidavit, properly notarized, indicating that the item meets all specifications required.

### 2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed thru the Purchasing Department's Public Purchase online system, where the original bid was downloaded. The Purchasing Department will assist vendors and answer questions to the best of our ability directly in Public Purchase or by posting an addendum. Questions of a technical nature may be referred to other individuals as deemed necessary by purchasing for an appropriate response. Requests for interpretation of the

bid or additional information shall be submitted no later than seven (7) working days prior to the currently scheduled bid opening date. No addendums will be issued five (5) working days prior to bid opening.

### 3. JESSICA LUNS福德 ACT – EFFECTIVE 09/01/2005

The State of Florida enacted FS 1012 commonly known as the Jessica Lunsford Act into law effective September 1, 2005. Senate Bill 988 effective July 1, 2007 amended this law. The law requires any vendor, individual, or entity providing services to the a school or school board who are permitted on school grounds when students are present, or who have access to or control of school funds must meet Level 2 fingerprint screening.

If you, your employee's, or subcontractors meet the above criteria, you will need to complete the Level 2 fingerprint screening, approval process and be issued a Hernando County Schools Approved Vendor Badge before being permitted on school grounds. The cost for finger printing varies from county to county. Hernando County Schools charges the State set minimum charge for finger printing \$76.75 per person.

The amendment to the law required the Florida Department of Law Enforcement (FDLE) to develop the Florida Shared School Results (FSSR) database allowing all school districts to share fingerprint results for those vendors working in multiple counties. If you, your employee's or subcontractors have been fingerprinted in another School District and are currently included in the FSSR database you now have a unique TCN (FLXXXX2Z) number, good for a five (5) year period from the original fingerprint date. The verification of background checks is required before you enter any Hernando County School. This check of the shared prints data base is done by the school district at no charge to the vendor.

Once the vendor has been cleared to work in the school district they will be issued a Hernando County Schools and a state wide vendor badge at a cost of \$10.00. The Hernando County badge fee is charged each year for all vendors providing services to children in the School District. District badges expire on August 1<sup>st</sup> of each year and all vendors must renew their badge to continue working in the District. State wide badge can be used in any school district in and are valid for 5 years from the date of the fingerprints. All costs associated with the original fingerprinting are the responsibility of the vendor. There are no costs associated with shared fingerprinting. Violations of the provisions of this law are a third degree felony. Employees violating this law will result in the contractor's employee being trespassed off school grounds for a minimum of one year and the company involved being suspended as a vendor for one year from the date of occurrence.

Please direct all background checks, fingerprinting and vendor badge fee questions to:

Attn: Safety & Security Department,  
8008 Mobley Road, Brooksville, FL 34601  
Telephone Number (352) 797-7054,  
Monday-Friday 7:30AM to 12:00PM and 1:00 PM to 2:00 PM  
By Appointments Only- **Last Appointment time is 2:00 PM**  
**\*\*\*\*\*BADGE PRICES SUBJECT TO CHANGE\*\*\*\*\***

We look forward to continuing our working relationship with your company in the future and compliance with Florida Statute.

### 4. **INSURANCE CERTIFICATE:**

Insurance is required of all vendors who perform work on School Board premises. If this bid requires that you work on our premises, a current Insurance Certificate, including Workers' Compensation Insurance for all the awarded vendors' employees connected with the work, and if sublet, the vendor(s) shall require the subcontractor to provide Workers' Compensation Insurance for such employees, unless previously covered by the vendor's insurance. All such insurance shall list all coverage's, limitations, etc., as required by Florida Statutes and comply fully with the Florida Workers' Compensation law. Insurance Certificates must be furnished to the district prior to the commencement of any/all work and shall list The Hernando County School Board both as an "Additional Insured" and "Certificate Holder" on all insurance policies by the vendor(s) as the result of being awarded a contract; unless expressly prohibited by the insurance company. When and if this occurs, a written explanation of that insurance company's position must be submitted to the Purchasing Department, along with the Insurance Certificate, which will be attached to the document and kept on file. When an insurance certificate is requested, detailed requirements will be included with the bid and found under "Insurance Requirements" section.

### 5. **ACCEPTANCE AND WITHDRAWAL OF BIDS:**

A bid, or amendment thereto, will not be considered by the purchasing department after the time and date specified for the bid opening, nor shall a bid or amendment be withdrawn for a period of **ninety (90) days** after the bid opening date, unless otherwise specified in the bid. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

### 6. **QUALIFICATIONS OF BIDDER:**

Bids will be considered only from contractors, vendors, manufacturers, authorized distributors of dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to declare any bid proposal non-responsive or non-responsible, if it determines that the business and technical organization, equipment, financial, personnel and other resources, or experience of the bidder, compared to work proposed, justifies such a recommendation.

## 7. NON COLLUSION:

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and in no way has ownership, is an officer, has partnership or authority in another firm, which would materially/monetarily gain from this award, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. All such associations shall be divulged prior to an award being made. Failure to divulge such information, vendor shall lose eligibility to transact business with the district for a period of not less than one (1) year. Thereafter, the bidder may request to be reinstated to the active bidders list(s).

## 8. CONFIDENTIALITY OF INFORMATION SUBMITTED:

The district reserves the right to retain all copies of bidders' solicitations and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the district pursuant to invitations to bid and request for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 10 days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny. All such requests will be reviewed by the General Counsel for the school district for rendering a legal opinion.

**9. PUBLIC ENTITY CRIME/CONVICTED VENDOR LIST**  
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."

## 10. VARIANCE TO BID DOCUMENTS:

For purpose of bid evaluation, bidders must indicate any or all variances to the bid documents and/or specifications as stated, no matter how slight. If variations are not stated in the bid, it shall be construed that the bid submitted fully complies in every respect with our bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation will cause your submittal to be non-responsive.

## 11. ADDENDA TO CURRENT BIDS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* shall be communicated to bidders **only by written addenda**. Verbal responses to bidders' questions do not constitute an *official position* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the **Bid Proposal Form** or by returning the signed document along with your solicitation as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

## 12. FLORIDA STATE CONTRACTS, SPA AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this bid, the bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The district reserves the right to reject bids and purchase from State contracts, SPA Agreements or FDOE contracts if to do so represents the best interests of the district.

## 13. MATERIAL SAFETY DATA SHEETS:

The district requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to *Hernando County Schools, Security & Safety Department, 8008 Mobley Road, Brooksville, FL 34601*

## 14. SAFETY REQUIREMENTS:

All bids must be in compliance with ALL applicable safety requirements as determined by Federal, State and local regulations, OSHA guidelines and any/all laws and regulations that govern the item(s)/commodity(s) and/or services requested in this bid. Unless otherwise stipulated, all electrically operated equipment shall be UL® rated or approved.

## 15. MANUFACTURER'S CERTIFICATION:

The Purchasing Department reserves the right to request from bidders a separate letter from the manufacturer of the products bid certifying that all statements and claims made in the bid proposal are true and that all products bid meet or exceed the specifications stated in the bid documents.

## 16. MANUFACTURER AND MODEL NUMBERS

If Manufacturer and Model Number is not designated, vendors must specify the make and model bid for each item. If a model shown is incorrect, incomplete, or has been revised, it is the responsibility of the bidder to correct and complete the number utilizing the most current information available. Failure to comply on both or either of these two (2) areas of



the bid for an item may result in the being disqualified for award of the item.

#### **17. YEAR 2000 COMPLIANCE:**

All products furnished under the contract shall be Year 2000 compliant, that is, able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

#### **18. BID QUANTITIES:**

Quantities when given, are approximations, and provided for bidder information purposes only. No guarantee is given or implied as to the exact amount or number, which shall be required under the terms and conditions of this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract.

#### **19. DELIVERY LEAD TIME:**

Each bidder shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Bid Proposal form**. The length of time to complete a project and/or deliver all of the items ordered could be a factor in awarding this bid. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

#### **20. TAXES:**

Purchases are exempt from ALL Federal excise and State sales tax.

#### **21. FISCAL NON-FUNDING CLAUSE:**

In the event sufficient budgeted funds are not available for a new fiscal period, the Board shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

#### **22. BID SAMPLES:**

The bidder shall provide product samples, without charge, when requested. If the sample is not consumed through testing, it will be returned to the bidder when said request is submitted with the bid. Unused samples will be returned at the bidder's risk and expense. The successful bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the *Special Conditions* section of the bid in accordance with the instructions outlined therein. All samples shall be identified with the bidder's name, bid title and number, product name or as otherwise indicated in the *Special Conditions* section of the bid.

#### **23. PROMPT PAYMENT DISCOUNTS:**

Only prompt discounts offered for thirty (30) days or longer will be taken into consideration when determining low bid.

#### **24. TIE BIDS:**

Prompt payment discounts offered by bidders will be considered to break tie bids. If all other factors are equal and no prompt payment discounts are offered, preference will be given to a Florida vendor over an out-of-state vendor. If multiple Florida vendors are tied consideration may be given to the following: if the vendor has his/her principal place of business in Hernando County; if the vendor has a place of business in Hernando County; if the vendor has provided satisfactory service to the Hernando District School Board in the past; if the vendor certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

#### **25. ERRORS AND OMISSIONS:**

In the event an error or obvious omission is discovered in a bidder's proposal, either by the purchasing department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a bidder to change any information contained in their bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the purchasing department (or designee) may request written clarification from a bidder in order to confirm the evaluator's interpretation of the bidder's response and to preclude the rejection of their bid, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability.

#### **26. BASIS OF AWARD OR REJECTION OF BIDS:**

The Superintendent will recommend the lowest bid meeting specifications from the most responsible and responsive bidder(s) to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid. The Board reserves the right to award or reject any or all bids, either in part or in whole, item by item, with rights being maintained to make multiple awards if in the best interest of the district. In addition to the unrestricted right to separately bid any work, products, or services as described herein when it is to the economic benefit and best interests of the district to do so.

#### **27. NOTICE OF INTENT TO AWARD BIDS::**

Once bids are evaluated and a recommendation for award made, a *Notice of Intent to Award* will be posted electronically on the Purchasing Departments Website:

<http://hernandoschools.org> , Select District Offices, All Departments, Business Services, Purchasing, Notice of Intent To Award, and in a conspicuous location in the purchasing

offices located at 919 N. Broad Street, Brooksville, Florida. Bidders are invited to visit this location to obtain this information. Due to excessive mailing costs, the purchasing department will not mail out notices of intent to award to bidders.

### 28. BID PROTEST:

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in Florida Statutes 120.57(3). Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. Bids will be posted electronically on the website and at the Purchasing Department, 919 N. Broad Street, Brooksville, FL 34601, for seventy-two (72) hours after posted.

### 29. BID AWARD NOTIFICATION:

After the Board awards the bid to the lowest and best bid from a responsive and responsible bidder, the purchasing department will issue a purchase order and/or an official award letter, which will authorize the bidder to commence delivering the materials and/or services. Unless otherwise specified the purchase order issued by the Hernando County School Board will serve as the contract document, with applicable bid terms, conditions and specifications referenced accordingly. Due to excessive mailing costs and tight budget constraints, the Purchasing Department will not mail out official award letters. Successful vendors will receive electronic award notifications using the Public Purchase email system.

### 30. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES:

All purchases must be properly authorized in advance. Vendors must first obtain and are prohibited from shipping any merchandise or providing any services prior to receiving either an official award letter, a purchase order number, a hard copy purchase order or a purchasing card account number. The vendor assumes all liability for any costs or damages incurred. The district will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

**31. PRICE QUOTATION:** If requested by a school or department within the District, the Vendor must provide a quotation that will include all associated costs for producing the item(s) being requested. All prices in the quotation shall be equal to or less than the prices given in the awarded proposal. It is at the discretion of the school or department to request samples before authorizing work.

### 32. VISA® CREDIT CARDS:

Some orders will be placed by individual schools or departments utilizing a district issued VISA® credit card as form of payment. These orders will be made via phone, fax, pick-up and/or for direct delivery and billing to the requesting site. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e.: within 48-72 hours) and eliminate the need to submit an invoice. Only actual items shipped/delivered can be charged to the credit

card account (i.e.: **no backorders**). All purchase deliveries, regardless of method, must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card number must not appear on any/all packing slips/delivery tickets.

VISA® Transactions should always be treated like any other transaction; that is you may not impose any surcharge on a VISA® transaction. For merchants who offer an alternate payment channel for customers to pay for goods or services, a convenience fee may be added to the transaction amount. If a convenience fee is assessed, merchants must adhere to the following rules:

- A. **The fee** is being charged for a bona fide convenience of using an alternative payment channel outside of the merchant's normal business practice;
- B. **The fee:**
  - i. Must be disclosed as a charge for the convenience of using the alternate method to pay;
  - ii. Is applied only to non face-to-face transactions;
  - iii. Must be a flat or fixed amount, regardless of the amount of the payment due;
  - iv. Is applied to all forms of payment products accepted in the alternative payment channel;
  - v. Is included as part of the total transaction amount;
  - vi. Cannot be added to a recurring transaction;
  - vii. Is assessed by the merchant that provides the goods or services to the cardholder and not a third party;
- C. Customer must be given the opportunity to cancel prior to the completion of the transaction.

### 33. BACKORDERS:

Items backordered should be clearly indicated on the packing slip/delivery ticket. Sites reserve the right to cancel backorders at any time and purchase from another vendor. It is the responsibility of the vendor to contact the originating location to verify/confirm if they still want the backordered items.

### ***NO BACKORDERS ALLOWED ON CREDIT CARD PURCHASES.***

### 34. ORDERING

#### **ITEMS/SERVICES/RECEIVING/BACKORDERS:**

Whenever time constraints are involved in ordering and receiving of an item, or backorders are not being received in a timely manner, thus causing the district to experience costly delays or causing emergency situations to develop unnecessarily, the School Board reserves the right to go to the next lowest bidder and/or buy off contract, if the original bidder awarded a contract, does not stock the item or is temporarily out of stock of the required item and cannot furnish the parts or items in a timely manner.

**35. POINT OF CONTACT:**

The district will consider the selected bidder(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

**36. ASSIGNMENT OF CONTRACT:**

The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

**37. LICENSES AND PERMITS:**

The vendor shall obtain any pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

**38. CONDITION OF ITEMS:**

Unless otherwise specified in the special bid terms and conditions, all items requested must be new the latest model manufactured, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the bid... Bids on "used, remanufactured or reconditioned equipment or "blems or seconds" will not be considered unless specifically requested and authorized in the bid documents.

**39. ALTERNATE/USED OR EQUAL EQUIPMENT:**

Vendors should be prepared to furnish illustrations, specifications and catalogs when submitting bids on alternate/used brands or on "Or Equal" equipment. Such submittals shall include all requested accessories and complete specifications for the item being bid. When such information is required, it must be submitted no later than the closing date of the bid, unless otherwise stated. Only one alternate per item number will be allowed. If more than one (1) alternate is submitted, the bids for that entire item number will not be considered, unless otherwise stated. Alternates must be explicitly and clearly identified as an "alternate bid(s)." Alternates may be evaluated and may be accepted, if deemed to be in the District's best interest to do so. Any decision to review and evaluate alternate submittals is solely at the discretion of the District.

**40. WARRANTY**

All equipment and/or services rendered/purchased from this bid shall carry the manufacturers' or vendor's standard warranty, unless otherwise specified

**41. INSPECTION:**

The Board reserves the right to have inspectors on the premises of the bidders or manufacturers at any time during the manufacturing or assembly process in order to verify compliance with the bid documents.

**42. PACKAGING:**

The bidder shall adequately package the products or items which have been purchased by the Board. All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise.

Bidders are requested to provide products with environmentally safe packaging if at all possible. Vendors must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, polywrap or blanket wrap will not be acceptable.

The Board assumes no responsibility for damage of any kind incurred while the items are in transit. Bidders may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

**43. LIMITATION OF LIABILITY:**

The School Board does not indemnify or hold harmless any vendor/bidder. The vendor/bidder agrees to indemnify and guarantees to save the School Board of Hernando County, its agents and employees harmless from liability of any nature or kind.

**44. PRICE ESCALATION CLAUSE:**

- A. The School Board may consider pricing increases of the bid item(s), at the end of the first year and at time of renewals(s), if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) The vendor submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e) The vendor shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.
- B. When the awarded vendor(s) complies with the above mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the product(s) bid, in conjunction with the vendor's effective date of price increase.
- C. The awarded vendor(s) must receive written notice from Purchasing that the School District is in acceptance of the new price(s) before processing any orders at the new cost.

*Vendors are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases.*

**45. SUBSTITUTIONS, ADDITIONAL OR NEW/UPGRADED MODELS, PRODUCTS, SERVICES AND SUPPLIES AFTER AWARD:**

Additional new/upgraded models, products, services, and supplies may be added to this contract after award if deemed to be in the district's best interest. Any new models, products, items or services added to this contract shall become part of



and comply with ALL terms, conditions, requirements, specifications, of the original bid document. Vendor requests to substitute any products originally awarded on this bid, shall be submitted in writing to the Purchasing Department along with complete descriptions and corresponding pricing in order to have the substitute approved and added to the contract. Any new models, which as a result of revisions, alternations, additions, or technical improvements, meet or exceed the requirements of this bid, must be offered for the district's consideration for replacement of the discontinued models/products. These models/products must not exceed the price of those being replaced.

#### **46. ITEM SUBSTITUTIONS & DISCONTINUATIONS:**

Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid, without prior written approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor must provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

#### **47. DEFAULT:**

Failure to perform in accordance with the terms and conditions and/or specifications contained herein shall constitute cause for termination for default. If the bidder defaults after the Board awards a bid and bid performance security was required with the bid, the District will execute the performance security as liquidated damages. If the bidder defaults after the Board awards a bid and bid performance security was not required, the bidder shall pay to the District, as liquidated damages, an amount equal to 25% of the unit prices bid times the quantity for each item in question, or \$50., whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 25% of the remaining value of the contract. A vendor found to be in default of their contract shall lose eligibility to transact business with the District for a period of not less than two (2) years. Thereafter, the bidder may request to be reinstated to the active bidder list(s) after they demonstrate their ability to perform responsibly to the satisfaction of the District. In case of default by the bidder, the District may procure the articles or services from the next lowest bidder(s). The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract. The default bidder shall be liable to the School Board for the difference between awarded bid price and the price the School Board pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection.

#### **48. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:**

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion do not comply with the bid specifications. All materials or products rejected by the purchaser and/or shipped in error by the successful vendor shall be promptly removed and replaced by the bidder at no cost within seven (7) calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be offloaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. Vendors are to call prior to scheduling deliveries to verify loading dock availability or not. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any locations. Normal delivery hours are between 8:00 AM and 2:30 PM, Monday through Friday, excluding holidays. All materials or products left unclaimed or picked up by the vendor past thirty (30) days shall be deemed "abandoned" and become the sole property of the school district.

Exceptions to this schedule will be stated in the Special Conditions or on the purchase order. For shipments which may require assistance of district personnel to assist off-loading or when the purchase order specifies installation, the contact person whose name is printed in the body of the purchase order should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the location. Telephone numbers are also included on all purchase orders for the contact person.

#### **49. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):**

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within thirty (30) days of notification.

#### **50. RETURNED MERCHANDISE:**

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the district and the vendor. It is understood that the merchandise should be returned in the original factory sealed carton whenever possible. It is also understood that this may not always be possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

#### **51. SALES PROMOTIONS:**

It is understood that sales promotions may occur during the period of the contract that will lower the prices of some products for the period of the sales promotion. Advance notice of such promotions should be directed through the

Purchasing Department prior to offering to the district's schools and departments. In addition, any such reduction must appear on the vendor's invoices.

## 52. MAINTENANCE CONTRACTS:

Bidders may be requested to submit maintenance contract pricing on specific item(s). Such maintenance contracts would be purchased in lieu of performing in-house equipment repairs after the expiration of the standard manufacturers' warranties. If pricing is desired, space will be provided on the Bid Proposal Form for bidders to enter their cost figures. A copy of the maintenance agreement should be included for review of the terms and conditions of the contract. All maintenance contracts shall be **on-site** with all necessary parts and labor included. Award of maintenance contracts for specified items shall be at the discretion of the Board.

## 53. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our eight (8) digit purchase order, unless paying with a district purchasing credit card or otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- A. Received complete or substantially complete;
- B. Inspected and found to comply with all specifications and be free of damage or defect;
- C. Properly invoiced;
- D. Itemized and submitted in **DUPLICATE**.

To ensure timely payment, all original invoices should be submitted to the SHIP TO location indicated on the purchase order. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. The same process above applies for mailing invoices. A minimum of thirty (30) days may be required for payments. The Finance Department currently processes checks twice a month.

All provisions and requirements for invoices and payments, along with resolving disputes, are in strict accordance with procedures outlined in Florida Statutes 218, Prompt Payment Act.

## 54. TAXPAYER IDENTIFICATION FORM W-9

A completed and signed *Request For Taxpayer Identification Number and Certification Form* should be submitted to the Purchasing Department at the address located on the upper left hand corner of the Invitation To Bid or it may be faxed to our attention at (352) 797-7160, if any or more of the below listed items currently applies to your firm:

- A. New vendor doing business with the school district for the first time
- B. Changed your Company Name
- C. Changed your Company Address
- D. Your FEIN (Federal Employer Identification Number) has changed
- E. Other Information Pertinent To Your Firm

**NOTE – Registrations online through our “Public Purchase” system, a W9 can be directly uploaded to your profile information for future use by the District**

## 55. NOTICE OF USE OF SOCIAL SECURITY NUMBERS

Florida law provides that State agencies, including the Hernando County School Board (HCSB), must notify individuals of the circumstances that would require the collection of social security numbers. The following are the general scenarios under which the School Board must collect and use social security numbers:

- A. For processing payroll and other human resource functions
- B. For use in processing accounts payable and other purchasing functions
- C. For use in the proper identification and background of screening employees, vendors and volunteers
- D. For use in administering federal programs
- E. For use in student enrollment and included as part of the student's demographic record

Please note that this is only a general listing of the uses of social security numbers by the School Board. If an individual has a specific question or concern regarding the disclosure of their social security number, they may contact Human Resources/Payroll, Purchasing or Student Services Departments @ (352) 797-7000.

All individuals are advised that social security numbers are confidential and may only be released under such circumstances as set forth in Florida's Public Records Act.

## 56. “VENDOR” ELECTRONIC REGISTRATION

The Purchasing Department recently went to an automated vendor/bidder notification process called “Public Purchase.” All vendors are required to register and participate in this new electronic system in order to conduct business directly with the district for the purchase of supplies, materials, services and equipment. The vendor/bidder registration will entail entering company information, contact names, etc., and selecting commodity/class-item codes for those products and services your company represents. Solicitation notices for upcoming bid requirements will be sent to vendor's based upon the selected codes. It will be the vendor's responsibility to see company information is updated and kept current. Sign-on & register. The registration process itself should take approximately twenty (20) minutes to complete. The link is found below and is also available to access directly from purchasing's website:

**Register Electronically @ <http://www.publicpurchase.com>  
THERE IS NO VENDOR FEE FOR THIS SERVICE.**

**NOTE –** Please make sure you have entered a valid email address in your profile to properly receive any notifications from the Public Purchase system. Additionally, check the website and verify all your vendor information is correct, especially if you did not enter/update your information personally. Some vendor information was imported from our old Vendor Application process and vital information may not

have crossed over during that implementation, (i.e.: Commodity/Class-Item Codes, which define the products and/or services your company represents). Code selection is vital to the electronic notification process and without them, your company will not receive bid notices.

## 57. REQUESTS FOR BID INFORMATION & RELATED DATA

Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the department in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

*If you have Internet access, visit our Web site @ [http://www.edline.net/pages/Hernando\\_County\\_School\\_Board](http://www.edline.net/pages/Hernando_County_School_Board) Select District Offices, Departments, Business Services, Purchasing to obtain:*

- A. Purchasing Department Catalogs;
- B. Bid/RFP Scheduled Awards (Includes Board Meeting Dates);
- C. Purchasing Department Manuals;
- D. Purchasing Department's Annual Contracts Bid/RFP Listing;
- E. Departmental Personnel;
- F. Directions To The Facility;
- G. How To Do Business With The School District pamphlet;

*Visit our Public Purchase Website @ <http://www.publicpurchase.com> to obtain:*

- i. A copy of a Bid/RFP packet for a contract, service or project currently out for bid;
- ii. A copy of any addenda issued to the current solicitation in process\*;
- a. \*It is the bidder's responsibility to check our Web site frequently or call the Purchasing Department for verifications;
- iii. Bid Opening Tabulations Listing Apparent Low Bidders;
- iv. A Copy of The Intent To Award;
- v. Online Vendor Application Registration and ALL information to verify it is current;
- vi. Update NIGP Commodity Product & Service Codes;
- vii. Complete an online W9 form and fax to number shown on the form, so it is attached to your application.

## 58. CONTRACT TERMINATION FOR CONVENIENCE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

## 59. CONTRACT TERMINATION FOR CAUSE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

## 60. RENEWAL OF BIDS:

Unless otherwise specified in the special conditions, bids may be renewed for a period equal to the original bid term or for three (3) successive one (1) year periods, whichever is greater, under the same terms, conditions, specifications and pricing structure. If renewal is requested, this contract may be extended up to ninety (90) days beyond the contract expiration date, if needed for Board approval. Prices and discounts shall remain firm for the entire contract period, including any applicable extensions, and shall include **ALL** freight and handling charges. Renewals must be approved by the Board.

## 61. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the Hernando County School Board shall require a "**first priority**" basis for goods and/or services. It is imperative that the community, district employees and students are protected from any emergency, which threatens the health, safety and welfare of the Hernando County School Board. The district expects to pay a fair and reasonable price for all, if and when needed.

## 62. FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CRF, part 85, defined at 34 CFR Part 85, Section.105 and 85.110-(ED80-0013).

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

## 63. CRIMINAL ACTS

Employment by any Trade Contractor awarded by the district of any employees, subcontractors, and/or temporary employment personnel with multiple felonies and/or crimes against children will not be tolerated. All Contractors must provide documented proof of efforts to comply with this requirement. The District may declare any non-compliance or lack of diligent effort to comply by the Contractor as a breach of contract and immediately terminate the services of the successful contractor(s).

## 64. DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 65. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES DOE 6A1.012(6)

It is hereby made a part of this solicitation that the submission of any bid response to this advertised request constitutes a bid/proposal under the same terms and conditions, at the same or below the specified prices, whereby purchases may be made by other governmental agencies when the proposer awarded a contract defined herein will permit purchases awarded in such a contract.

## 66. GOVERNING LAW, JURISDICTION AND VENUE; WAIVER OF JURY TRIAL

This agreement and each schedule shall be governed in all respects by, and construed in accordance with, the laws of the State of Florida. Vendor/bidder irrevocably submits to the jurisdiction of the county or circuit courts of the Fifth Judicial Circuit serving Hernando County, Florida, in all respects and waives to the fullest extent allowed by law any objection to venue in such court, and further waives any right to a trial by

jury. Parties are responsible for their own attorneys' fees and costs.

## 67. OTHER AGREEMENTS

By submitting a bid or proposal, vendor/bidder agrees that any additional contracts or written agreements between the parties shall conform with these specifications. Should there be any conflict between the contract or written agreement and these specifications, these specifications shall govern.

## 68. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

## 69. EQUAL EMPLOYMENT OPPORTUNITY

(34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

## 70. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4))

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

## 71. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).  
(Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

## 72. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)):

All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for



other contracts which involve the employment of mechanics or laborers).

**73. RECORDS RETENTION (34 CFR 80.36(i)(11)):**

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

**74. CLEAN AIR ACT (34 CFR 80.36(i)(12)):**

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

**75. SUBCONTRACTING:** The bidder must identify all the subcontractors, if any, that the bidder anticipates using in their bid proposal. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors employees.

**76. ENERGY EFFICIENCY (34 CFR 80.36(i)(13)):**

All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94–163, 89 Stat. 871).

**77. VARIANCE IN CONDITION:**

Any and all **SPECIAL CONDITIONS** and **SPECIFICATIONS** attached hereto which vary from these **GENERAL TERMS and CONDITIONS** shall have precedence. Any inconsistency in this bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms & Conditions and Instructions to Bidders.

**78. NON-EXCLUSIVE AGREEMENT:** This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights: a.) The unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein when it is to the economic benefit of the district; and b.) the unrestricted right to separately bid any work, products, or services as described herein when it is to the economic benefit of the district.

**79. USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement or to, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended

from time to time, in lieu of any offer received or award made as a result of this bid, if it is in the Districts best interest to do so.

**80. BID OPENING:** Sealed bids will be received and publicly opened in accordance with **F.S. 119.071**. Only names or respondents will be read at bid openings. Pricing and other contents of bid responses will not be disclosed at bid openings. Pricing information is exempt from the Public Records Act until such time as the School Board provides notice of an intended decision, or thirty (30) days after the opening of the bids, proposals, or replies, whichever is earlier. If the School Board rejects all bids, proposals, or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

**81. FLORIDA PREFERENCE:** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering bids or proposals from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit the Attachment Bidder's Statement of Principal Place of Business (Page 18) with the response to this solicitation. If required, failure to comply shall render a bid or proposal non-responsive to the terms of this solicitation. Refer to: [http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&search\\_String=&url=0200-0299/0287/Sections/0287.084.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&search_String=&url=0200-0299/0287/Sections/0287.084.html) for additional information regarding this Statute.

**82. PUBLIC RECORDS:** To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of the law.

**83. ADDITIONAL TERMS AND CONDITIONS:** Only the terms, conditions, and specifications appearing in this Invitation to Bid are applicable and in full force and effect. The District reserves the right to deem conditional bids (i.e. counter-bids on specific terms and conditions) non-responsive and may not be considered, in the sole opinion of the District. The Bidders authorized signature appearing in the Invitation to Bid attests to this.

**SCOPE**

The purpose and intent of this invitation to bid is to select suppliers to provide and deliver Architectural Hardware to the Facilities Support Operations and Safety & Security Department, as needed and to secure firm discounts off manufacturer's list prices, for the contract period as specified herein. All product pricing (list price minus discount) shall be firm, net delivered pricing.

**NOTE** – *Some District Facilities Do Not Have Receiving Docks. Please Call The Ship To Location Located On The Purchase Order To Verify Prior To Any/All Deliveries. Delivery May Require A Lift-Gate Truck.*

**SPECIAL NOTE** – *The Purchasing Department has adopted and implemented **Go Green Initiative (GGI)** programs throughout the district. Staff applies these initiatives to many environmental issues, including the products we purchase for use at our schools.*

**CONTRACT PERIOD**

The Contract Period shall commence upon contract award, and end two (2) years from date of award. However, this bid shall be subject to a review at the end of each twelve (12) month period from the date of award and subject to cancellation. This contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee(s) agree to this condition by signing their bid. The awardee(s) will be notified by the Purchasing Department when this recommendation has been acted upon. Prices and discounts shall remain firm for the entire contract period, including any applicable extensions, and shall include **ALL** freight and handling charges.

**CONTRACT VALUE**

It is anticipated that the total dollar amount the district could expend, as a result of any contract award, is estimated at approximately \$600,000.00/total, excluding renewal options. This is only an estimate and actual volume could vary up or down. The district will not be held responsible if actual purchases are less than this amount.

**BID CONTENT & SUBMITTAL**

**Two (2) complete copies** (1 original & 1 copy) of the bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

**ADDITIONAL REQUIRED SUBMITTALS & REQUIREMENTS**

- A minimum of four (4) references of projects that are similar in scope. Provide location, contact person and phone number. (See Customer Reference Form);
- One (1) hard copy or electronic copy (preferred) of the published list/catalog;
- Bidder must be within a 100 mile radius of Hernando County School District (See Bid Proposal Page 23);
- Bidder must have company representative visit Safety & Security Department quarterly.

**AWARD**

Award will be made on a multiple award basis to the vendors offering the highest discount percentage (%) for architectural hardware on the manufacturers listed (Bid Proposal Form). Only one (1) award will be made for each manufacturers' brand. If the same manufacturers brand is bid by more than one vendor, only the bid with the highest percentage (%) discount for that manufacturer will be considered and awarded. Vendors shall submit one (1) hard copy or electronic copy (preferred) of the published list/catalog against which to measure offered price savings. Failure to include or attempts to reference any other pricing or similar list, may render a bid non-responsive and grounds for rejection. **Vendors may increase, but never decrease, the percentage of discount.**

The district reserves the right to award or reject any or all bids, either in part or in whole, item by item, with rights being maintained to make multiple awards if in the best interest of the district.

**RECEIPT OF BIDS**

Bids will be accepted on or until 11:00 AM EST, bids will be accepted if date/time stamped 11:00 AM date/time stamps of 11:01 AM or later will be rejected. Bids will be accepted and opened in accordance with F.S. 119.071. Please Note - The Time And Date Stamp A Solicitation Has Been Received Shall Only Apply As Indicated By The Official Solicitation Time Clock Located In The Purchasing Department. No Other Time Clock Shall Apply.

**RENEWAL OPTION**

By mutual consent of the School Board of Hernando County, Florida, and the successful bidder, this contract may be renewed for **three (3) additional one (1) year periods.** *Discounts from manufacturers may increase, but may not decrease for the renewal period.*

**SERVICE REQUIREMENTS**

1. Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the School Board of Hernando County, Florida, and possess applicable in-state representation to assist in proper application and to resolve any/all technical problems during the term of the contract and subsequent renewal periods.
2. Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during this five (5) year period, all required parts shall be shipped within sixty (60) days after receipt of customer's purchase order.

**HOLIDAY BREAKS-SCHOOL YEAR 2016-2017**

Each year, schools and administrative offices are closed for Thanksgiving, Winter and Spring break periods. Please review the below schedule for those applicable dates school sites and administration offices will be closed and reopening during these times:

	THANKSGIVING		WINTER HOLIDAYS		SPRING BREAK	
	CLOSED	REOPEN	CLOSED	REOPEN	CLOSED	REOPEN
SCHOOLS	11/23/16	11/28/16	12/16/16	01/03/17	03/13/17	03/20/17
ADMIN. OFFICES	11/23/16	11/28/16	12/16/16	01/04/17	03/13/17	03/20/17

<b><u>Additional</u></b>	First Day of School (Students)	08/10/16	Presidents Day	02/20/17
<b><u>Dates/Holidays</u></b>	Labor Day	09/05/16	Memorial Day	05/29/17
	Veterans Day	11/11/16	Last Day Of School (Students)	05/31/17
	Martin Luther King Day	01/16/17		

No deliveries will be accepted during the dates indicated above marked as closed. Please adjust your delivery schedules accordingly.

Purchase Orders will either contain notices or print special notification terms and condition codes referencing these important dates as holiday breaks approach. *PLEASE READ THEM CAREFULLY.*

January 14, 2011

**IMPORTANT VENDOR NOTIFICATION**  
**Please Read**



*As a District cost effective initiative, beginning mid March 2011, the Purchasing Department will be sending all purchase order copies scanned electronically through the email system to applicable vendors. Hard copy purchase orders will no longer be printed and mailed as they have in the past, after this date. In order to setup your correct vendor information, we will require a **valid email address** for the location you wish to have the electronic purchase order copy sent. Please send that address electronically to the following email address:*

**[purchasing@hcsb.k12.fl.us](mailto:purchasing@hcsb.k12.fl.us)**

*The Purchasing Department appreciates your understanding and cooperation during this transition period.  
Thank you.*

*Respectfully,*

*Director of Finance & Purchasing*



**January 23, 2012**

**IMPORTANT VENDOR NOTIFICATION**  
**Please Read**

The Hernando County School Board's practice of  
reviewing and disclosing pricing  
And other contents of bid proposals has changed in accordance with recent  
changes in the law.

At bid openings, district personnel will only reveal the names of the bidders.  
The recordings and bid proposals shall be exempt from  
public records request until such time as the notice of an intended  
decision is published, or until 30 days after opening the bids, proposals, or replies  
whichever occurs earlier.

If the school board rejects all bids, proposals, or replies and concurrently  
provides notice of its intent to reissue a competitive solicitation,  
the recordings and any records presented at the exempt meeting  
remain exempt from public records request  
until such time the school board provides  
notice of an intended decision concerning the  
reissued competitive solicitation  
or until the school board withdraws the competitive solicitation.

Further details regarding this change to Florida Statute 119.071 can be found at:  
[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&search\\_string=&url=0100-0119/Sections/0119.071.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&search_string=&url=0100-0119/Sections/0119.071.html)

*The Purchasing Department appreciates your understanding and cooperation.  
Thank you.*

*Respectfully,*

*Director of Finance & Purchasing*

ITEM 4.c: 17-450-06 Architectural Hardware (1981 : Award Bid 17-450-06 Architectural Hardware)

## CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

### SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

\_\_\_\_\_  
Signature of Officer/Agent authorized

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

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

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

### SECTION II

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature of Officer/Agent authorized

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

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

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

ITEM 4.c: 17-450-06 Architectural Hardware (1981 : Award Bid 17-450-06 Architectural Hardware)

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(To be completed by each Bidder)*

Name of bidder \_\_\_\_\_

Identify the state in which the bidder has its principal place of business \_\_\_\_\_

Bidder's signature \_\_\_\_\_

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

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**  
*(To be completed by the Attorney for an Out-of-State Bidder)*

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

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
*(Please Select One)*

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

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

\_\_\_\_\_

\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
*(Please Select One)*

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

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

\_\_\_\_\_

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

Printed name of out-of-state bidder's attorney \_\_\_\_\_

Address of out-of-state bidder's attorney \_\_\_\_\_

Telephone number of out-of-state bidder's attorney (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney \_\_\_\_\_

Attorney's states of bar admission \_\_\_\_\_

## CUSTOMER RERERENCE FORM

*LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCES SIMILAR IN SCOPE TO THE  
HERNANDO SCHOOL DISTRICT:  
(duplicate as needed)*

### **Reference No.1**

**Company Name**

**Address**

**City, State, Zip**

**Telephone Number**

**Fax Number**

**Email Address**

**Contact Person**

**Date Last Supplied Products or Services:** \_\_\_\_\_

### **Reference No.3**

**Company Name**

**Address**

**City, State, Zip**

**Telephone Number**

**Fax Number**

**Email Address**

**Contact Person**

**Date Last Supplied Products or Services:** \_\_\_\_\_

### **Reference No.2**

**Company Name**

**Address**

**City, State, Zip**

**Telephone Number**

**Fax Number**

**Email Address**

**Contact Person**

**Date Last Supplied Products or Services:** \_\_\_\_\_

### **Reference No.4**

**Company Name**

**Address**

**City, State, Zip**

**Telephone Number**

**Fax Number**

**Email Address**

**Contact Person**

**Date Last Supplied Products or Services:** \_\_\_\_\_

## **BID PROPOSAL FORM**

### **METHOD OF AWARD – INDIVIDUALLY BY LINE ITEM TO THE HIGHEST PERCENTAGE DISCOUNT**

Enter percentage discounts (that shall be deducted from the list price) in the appropriate column below. After the award, successful bidder(s) will be required to supply current manufacturers' price lists to the Purchasing, Maintenance and Security & Safety Departments and update them accordingly. **CD formats are preferred.** All quotations for items **\$5,000.00 and over** must be submitted in writing, referencing the district bid number, including the list price, applicable percentage discount and firm net delivered price. This is a requirement for internal auditing purposes.

<b>Description</b>	<b>Percentage Discount Off List Price</b>
<b>A1®</b> Supplies & Replacement Parts	%
<b>Adams Rite®</b> Supplies & Replacement Parts	%
<b>Best®</b> Supplies & Replacement Parts	%
<b>Bommer Industries®</b> Supplies & Replacement Parts	%
<b>C.Q.R. IT®</b> Supplies & Replacement Parts	%
<b>Clearview®</b> Supplies & Replacement Parts	%
<b>CompX®</b> Supplies & Replacement Parts	%
<b>Corbin Russwin®</b> Supplies & Replacement Parts	%
<b>Detex®</b> Supplies & Replacement Parts	%
<b>Digital Video Surveillance Recorders</b> Supplies & Replacement Parts	%
<b>Don-Jo®</b> Supplies & Replacement Parts	%
<b>Dorma®</b> Supplies & Replacement Parts	%
<b>Falcon®</b> Supplies & Replacement Parts	%
<b>HES®</b> Supplies & Replacement Parts	%

**ITEM 4.c: 17-450-06 Architectural Hardware (1981 : Award Bid 17-450-06 Architectural Hardware)**

Description	Percentage Discount Off List Price
<b>Houdini®</b> Supplies & Replacement Parts	%
<b>HPC®</b> Supplies & Replacement Parts	%
<b>Hudson®</b> Supplies & Replacement Parts	%
<b>IC Real Time®</b> Supplies & Replacement Parts	%
<b>IEI®</b> Supplies & Replacement Parts	%
<b>ILCO®</b> Supplies & Replacement Parts	%
<b>Jackson®</b> Supplies & Replacement Parts	%
<b>Kaba®</b> Supplies & Replacement Parts	%
<b>Keedex®</b> Supplies & Replacement Parts	%
<b>KSI®</b> Supplies & Replacement Parts	%
<b>LAB®</b> Supplies & Replacement Parts	%
<b>LCN®</b> Door Closers	%
<b>LCN®</b> Supplies & Replacement Parts	%
<b>Lucky Line®</b> Supplies & Replacement Parts	%
<b>Major®</b> Supplies & Replacement Parts	%
<b>Markar®</b> Supplies & Replacement Parts	%
<b>Master®</b> Supplies & Replacement Parts	%

ITEM 4.c: 17-450-06 Architectural Hardware (1981 : Award Bid 17-450-06 Architectural Hardware)

## **BID PROPOSAL FORM – Cont’d**

<b>Description</b>	<b>Percentage Discount Off List Price</b>
<b>Norton®</b> Supplies & Replacement Parts	%
<b>NSP®</b> Supplies & Replacement Parts	%
<b>Olympus Lock®</b> Supplies & Replacement Parts	%
<b>Paxton®</b> Supplies & Replacement Parts	%
<b>Pemko®</b> Supplies & Replacement Parts	%
<b>Pro-Lok®</b> Supplies & Replacement Parts	%
<b>RCI®</b> Supplies & Replacement Parts	%
<b>S.Parker®</b> Supplies & Replacement Parts	%
<b>Schlage®</b> “ND” Series Locksets	%
<b>Schlage®</b> Cylinders	%
<b>Schlage®</b> Key Blanks and Key Controls	%
<b>Schlage®</b> Electronics C/O	%
<b>Schlage®</b> Electronics A/D	%
<b>Schlage®</b> Electronic Electrified Accessories	%
<b>SDC®</b> Supplies and Replacement Parts	%
<b>SRS®</b> Supplies and Replacement Parts	%
<b>Stanley®</b> Supplies and Replacement Parts	%
<b>Supra®</b> Supplies and Replacement Parts	%
<b>Tell®</b> Supplies and Replacement Parts	%
<b>Tri-Flow®</b> Supplies	%

**ITEM 4.c: 17-450-06 Architectural Hardware (1981 : Award Bid 17-450-06 Architectural Hardware)**

All items purchased from this bid shall carry the manufacturers' standard warranty, unless otherwise specified.

**Additional Requested Information**

Balance of Line Percentage Discount For Various Other Lock  
Supplies and/or Manufacturer's Not Specifically Identified  
Above  
(Same Discount Off List Prices Shall Apply Regardless of the  
Manufacturers' Product Line Offered)

% \_\_\_\_\_

Is Address Location Within 100 miles of Hernando County School District: ☐ Yes ☐ No

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
CUSTOMER SERVICE REPRESENTATIVE

) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**ANY ADDITIONAL INFORMATION, WARRANTY, EXCEPTIONS, COMMENTS, ETC.**

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

<b>ADDENDUM NO.</b>	_____	DATED	_____	<b>ADDENDUM NO.</b>	_____	DATED	_____
<b>ADDENDUM NO.</b>	_____	DATED	_____	<b>ADDENDUM NO.</b>	_____	DATED	_____
<b>ADDENDUM NO.</b>	_____	DATED	_____	<b>ADDENDUM NO.</b>	_____	DATED	_____



**ATTENTION: VALUED VENDOR - VISA® E-PAYABLES****⇒ HCSB PAYMENTS OF VENDOR INVOICES****Vendors must already accept VISA® Credit Cards and an established Merchant Account with their Bank**

The information below has been made a part of this solicitation, in the hopes of enrolling your company in our **new** VISA® Purchasing Card® program for vendor invoice payments. Joining the program will allow us to settle your invoices using the VISA Purchasing Card for transactions where you would normally receive a paper check. Accepting our VISA card will improve your cash flow and eliminate costly paperwork. As of March 1<sup>st</sup>, the Finance Department will only process checks on the second and fourth Thursday of each month. Holiday exceptions may apply.

By completing the requested information and submitting with your solicitation, your company is notifying the District you are willing to start accepting the VISA Purchasing Card for all payments. Acceptance of this payment process will allow us to communicate our card details for payment, directly to you using, a secure automated system.

We are very excited to offer this opportunity to streamline our payments with your company. The Purchasing Department is looking forward to adding your organization to our **new** VISA card payment program. Thank you.

Director of Finance & Purchasing

**What is E-Payables** - The District has adopted the use of an E-Payables program to process electronic payments to vendors. Regions Bank along with FEDAC Processing Company receives an invoice and purchase order details from Accounts Payable and then assigns a one-time use credit card number. This process allows the District to pay vendors via a credit card and turn around vendor payments in a shorter time frame than the current paper check you may now be receiving. FEDAC Processing personnel assist vendors in receiving their UserID and password, which ensures the vendor the ability to log into a secure server.

**How Does E-Payables Work** – After goods are delivered and/or services rendered, vendors submit invoices to the Accounts Payable Department or other designated department, the same as the vendor is currently processing. Once the invoice has been verified against the purchase order, delivery/packing list and invoice, the E-Payables process begins. The vendor will receive an email notification of the payment from the District. The vendor then logs into a secure site using their assigned UserID and password and an installed certificate to view the payment details. Each payment notification will include the card number, CVV2, expiration date, district address, payment amount and invoice and/or Purchase Order Number(s). At the time the vendor receives the email, the virtual credit card is authorized for the amount listed in the email. Once the vendor processes the charges, as authorized by the email, the virtual VISA® credit cards no longer available for use. When the next order and payment are provided, the vendor will receive a completely different and new card number, CVV2 (3-digit security code) and expiration date.

**What are the benefits/advantages to using E-Payables** – Vendor receives a payment in seven (7) days. Forty-five (45) days sooner than the check process. Results include, at a minimum, a quicker cash flow for day-to-day operations, reduction of paper processing for making bank deposits and associated processes by employees, void the risk of lost or stolen checks and quickly reduce outstanding accounts receivable balances.

**Already accept VISA®** - For those vendors who already accept VISA® enrollment is simple. All the district requires to set you up:

- Accounts Receivable Contact Name;
- Telephone Number;
- Primary/Secondary Email Address.

The School Board of Hernando County Florida looks forward to a successful working relationship with your company and the E-Payables VISA® credit card payment process.

**Company Name:** \_\_\_\_\_

**Accounts Receivable Contact Name:** \_\_\_\_\_ (Please Print) \_\_\_\_\_ ( ) Telephone Number

**Primary Email Address:** \_\_\_\_\_

**Secondary Email Address** \_\_\_\_\_

## SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the items are completed and/or enclosed with your bid proposal packet.

Verified	Description of Submittal	Ref. Page No.
<input type="checkbox"/>	<b>Completed and signed Invitation to Bid Form</b>	1
<input type="checkbox"/>	Bid Proposal Forms	20-23
<input type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional)	26
<input type="checkbox"/>	Jessica Lunsford Act Compliance – Initial and Date bottom of page	3
<input type="checkbox"/>	Hard copy or electronic copy (preferred) of the published list/catalog	13
<input type="checkbox"/>	Conflict of Interest	17
<input type="checkbox"/>	Bidders Statement of Principal Place of Business	18
<input type="checkbox"/>	List of Customer References	19
<input type="checkbox"/>	<b>The District is continuing to develop and implement electronic processes and systems, as we move towards a more cost effective, paperless work flow environment. Remember to include the VISA® E-Payables Information Sheet to sign-up and receive electronic payments.</b>	24
	<b>Remember To Direct Any/All Bid Questions Using The Public Purchase Website. Utilizing This Site Will Guarantee Questions are documented And Answered Quickly And Promptly Electronically Or Responded To In The Form Of An Addendum</b>	
	<b>Remember To Check The Public Purchase Website For Any Addenda That May Have Been Issued With Regards To This Bid</b> <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>	
	<b>Remember To Include A Valid Email Address Online To Properly Receive Any Notifications From The Public Purchase System &amp; On Invitation To Bid Form. Award Notification Letters Will ONLY Be Posted On Public Purchase.</b>	
	Completed Request for Taxpayer Identification Number and Certification Form W-9 ( <i>New Vendors Doing Business With The School District For The First Time, <b>OR</b> If Your Company Has Had A Change of Address, Name, Etc.) Please Remember To <b>Upload A W9</b> To Your Public Purchase Profile After Completing Registration.</i> )	

**Remember To Submit Two (2) Complete Copies Of The Bid  
(1 Original & 1 Copy)**

**WHEN SUBMITTING YOUR SEALED BID REMEMBER TO CLEARLY MARK THE  
OUTSIDE ENVELOPE WITH YOUR COMPANY NAME, BID TITLE AND BID  
NUMBER**

**ITEM 4.c: 17-450-06 Architectural Hardware (1981 : Award Bid 17-450-06 Architectural Hardware)**

## **DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

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(vendor's signature)