



**HERNANDO  
SCHOOL DISTRICT**

Learn it. Love it. Live it.

## **Invitation to Bid (ITB)**

**No. 23-206-24**

**Palo Alto Network Web Filtering Firewall Equipment & Service**

**Due Date: February 2, 2023 by 2:00 PM ET**

Purchasing Department  
8050 Mobley Road  
Brooksville, FL 34601  
(352) 797-7060

Issued on behalf of:  
Technology and Information Services  
919 N. Broad Street  
Brooksville, FL 34601



# Purchasing & Warehousing Department

8050 Mobley Road  
 Brooksville, FL 34601  
 (352) 797-7060

Purchasing Contacts:  
 Neil D. McDonald, Director of Purchasing & Warehousing  
 Julie Cirrincione, Manager of Purchasing

## INVITATION TO BID

Solicitation Number and Title:

Posting Date: January 4, 2023

**23-206-24**

### **Palo Alto Network Web Filtering Firewall Equipment & Service**

Submittal Due Date and Time:

**February 2, 2023– no later than 2:00 PM ET**

**Note: Submittals Received After the Due Date and Time Will Not Be Accepted.**

The Hernando County School District, Florida is seeking bids for the above-mentioned goods or services. All terms, conditions, specifications, and special conditions set forth in this document are incorporated by this reference into your response. A signed submittal to the School Board obligates the bidder to all terms, conditions, specifications, and special conditions stated within this document. By signing this document, the vendor/contractor certifies that they are in compliance with, and/or will comply with, all terms, conditions, specifications and special conditions specifically mentioned, as well as all applicable municipal, county, state and federal laws, ordinances, rules and regulations.

**THE FOLLOWING SECTION MUST BE COMPLETED, SIGNED AND RETURN AS PART OF YOUR SUBMITTAL. SUBMITTALS RECEIVED WITHOUT THIS PAGE OR SIGNATURE BY AN AUTHORIZED AGENT OF THE COMPANY WILL NOT BE ACCEPTED.**

Legal Company Name (as registered in Sunbiz.org): \_\_\_\_\_

FEIN Number: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

I certify that this submittal is made without prior understanding, agreement, or connection with any other bidder/proposer submitting a bid/proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud (*refer to paragraph 7 of the General Terms & Conditions*). I agree to abide to all conditions of this solicitation and certify that I am authorized to sign this document for the bidder/proposer.

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**VALID EMAIL ADDRESS FOR PURCHASE ORDERS:** \_\_\_\_\_

NO BID: I hereby submit this as a "no bid" for the reason(s) 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"/>	Specification 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"/>	Our Company will consider future bid opportunities	<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 USING THE PROVIDED LABEL CLEARLY MARKED WITH THE BID NAME, NUMBER, DUE 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 from any express mail or courier envelopes, as those items will be opened and discarded.
- C. **Receipt of Bids:** The Hernando County School Board is not responsible for timely delivery of the U.S. or private courier mails. The Bidder is responsible to allow adequate mailing time, including 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:
- Completed and signed *Invitation To Bid* form. (page 1)
  - Completed *Bid Proposal* form(s)
  - 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.
- Any item bid as an alternate which lacks sufficient descriptive literature or information to enable a comparative analysis, may prevent its consideration.
  - 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.
  - 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.

## 1. 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.

## GENERAL TERMS & CONDITIONS

### 3. JESSICA LUNSFORD 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 employees, 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. Fingerprinting will be through The UPS Store, 1204 S. Broad Street, Brooksville, FL 34601. Vendor will incur any applicable fees. Vendors will need to contact Maintenance Department for specific instructions and proper forms to complete this process.

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 employees 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 database 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 statewide vendor badge at a cost of \$10.00. District badges expire on June 30<sup>th</sup> of each year and all vendors must renew their badge to continue working in the District. Statewide badges can be used in any school district in Florida 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: Office of Safe Schools,  
275 Oak Street, Brooksville, FL 34601  
Telephone Number (352) 797-7233,

\*\*\*\*\***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 as "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 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 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. **NONCOLLUSION:**

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 items(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).

# GENERAL TERMS & CONDITIONS

## 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.

Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records.

The vendor/contractor recognizes that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the vendor/contractor agrees that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat.

## 9. STUDENT INFORMATION

If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

## 10. 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."

## 11. 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.

## 12. 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.

## 13. 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.

## 14. SAFETY DATA SHEETS:

The district requires that two (2) copies of all applicable *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*.

# GENERAL TERMS & CONDITIONS

## 15. 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.

## 16. 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.

## 17. 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.

## 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. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the vendor/contractor acknowledges that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

## 21. PAYMENT OBLIGATION:

The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time

before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

## 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

## GENERAL TERMS & CONDITIONS

(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 Department's Website: [www.hernandoschools.org](http://www.hernandoschools.org). Bidders are invited to visit the Hernando County School District's website 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 district's electronic posting website.

### 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 email notifications of award and electronic posting of award letter and tabulation will be on the Public Purchase website.**

### 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;

## GENERAL TERMS & CONDITIONS

- 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, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party and guarantees to save the School Board of Hernando County, its agents and employees harmless from liability of any nature or kind.

### 44. FEES

The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement/contract and any Addendums and in relation to any action to enforce the terms of either document.

### 45. PRICE ESCALATION CLAUSE:

- A. No price escalations (increases) will be permitted during the initial (first year) term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The School district will

## GENERAL TERMS & CONDITIONS

not consider bids which contain an escalation clause for the initial (first year) contract period.

- B. 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.
- C. 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.
- D. 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.*

### **46. 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.

### **47. 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.

### **48. 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.

### **49. 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

## GENERAL TERMS & CONDITIONS

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.

### 50. 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.

### 51. 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.

### 52. 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.

### 53. 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.

### 54. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our ten (10) 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.

Notwithstanding any provision requirements to the contrary in the agreement, all payments due from the School Board for non-construction services along with resolving disputes, hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

### 55. TRAVEL

If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the contractor/vendor agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

### 56. TAXPAYER IDENTIFICATION FORM W-9

A completed and signed *Request For Taxpayer Identification Number and Certification Form* should be submitted with your submittal. In addition, if any or more of the below listed items currently applies to your firm, you may fax a W9 to (352) 797-7160:

- A. New vendor doing business with the school district for the first time
- B. Existing vendor with:
  - Changed your Company Name
  - Changed your Company Address
  - Your FEIN (Federal Employer Identification Number) has changed
  - 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**

### 57. 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

## GENERAL TERMS & CONDITIONS

- 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.

### 58. "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.

### 59. 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.hernandoschools.org> Select Departments, Purchasing to obtain:*

- A. Board Approved Bids;
- B. Current Bid Opportunities;
- C. Purchasing Department's Annual Contracts Bid/RFP Listing;
- D. Department Personnel;
- E. How To Do Business With The School District pamphlet;
- F. A Copy of the Notice of Intent To Award.

*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 website frequently or call the Purchasing Department for verifications;
- iii. Bid Opening Acknowledgement;
- iv. Online Vendor Application Registration and ALL information to verify it is current;
- v. Update NIGP Commodity Product & Service Codes;
- vi. Complete an online W9 form and upload to your Public Purchase registration profile.

### 60. 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.

### 61. 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

## GENERAL TERMS & CONDITIONS

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.

### 62. BANKRUPTCY

The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

### 63. FORCE MAJEURE

Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

### 64. 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.

### 65. 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.

### 66. FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, defined at 34 CFR Part 85, Section 85.105 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.

### 67. 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).

### 68. 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.

### 69. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES DOE 6A-1.012(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.

### 70. 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 to enforce the terms of this agreement, notwithstanding any provisions in the agreement to the contrary, and further agrees that they will present any disputes under this agreement, including, without limitation, any claims for breach or enforcement of this agreement, exclusively to the court, and waives to the fullest extent allowed by law any objection to

## GENERAL TERMS & CONDITIONS

venue in such court, and further waives any right to a trial by jury. Parties are responsible for their own attorneys' fees and costs.

### 71. OTHER AGREEMENTS

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

### 72. 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.

**73. 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 subcontractor's employees.

**74. 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).

**75. 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.

**76. 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.

**77. 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.

**78. BID OPENING:** Sealed bids will be received and publicly opened in accordance with F.S. 119.071. Only names of 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.

**79. 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 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.

**80. 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.

In addition to other contract requirements provided by School Board Policy or State law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records

## GENERAL TERMS & CONDITIONS

to the School Board; and

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

**81. 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.

**82. SCRUTINIZED COMPANIES:** By submitting a bid, A Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; has been placed on the Scrutinized Companies That Boycott Israel List or is engaged in a boycott of Israel; or has been engaged in business operations in Cuba, Syria, or any purchases of any goods or services with the government of Venezuela or has not been complicit in the genocidal campaign in Darfur. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification, any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

**83. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The purchasing agreements and State term contracts available under s. 287.056 have been reviewed.

**84. EPA REGULATION:** EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

**85. LOBBYING:** Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection/disqualification of said bid.

**86. PROHIBITION OF GRATUITIES:** By submission of a bid, a vendor/contractor certifies that no employee of the district has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this bid may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**87. CONSUMER PRODUCT SAFETY ACT:** The awarded bidder shall comply with the provision of the Consumer Product Safety Act.

**88. HATCH ACT (5U.S.C. 1501-1508 AND 7324-7328):** The awarded bidder will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

**89. COMPLIANCE WITH LAWS & REGULATIONS**  
Vendor(s)/contractor(s) acknowledge that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

**90. MINORITY-OWNED BUSINESS ENTERPRISE:** Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible.

**91. FEDERAL FUNDING:**  
Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and services. The contractor/vendor awarded must not take exception to any part of these regulations. These provisions are covered under the Federal Award Provisions section of this solicitation.

Any purchase made under this awarded contract, using Federal funds, may require additional certification forms completed and signed by the awarded vendor(s). Purchase Order(s) will not be issued until/unless all required forms are received by the District and all Federal provisions have been met (as applicable).

## GENERAL TERMS & CONDITIONS

### 92. E-VERIFY

- A. Effective January 1, 2021, pursuant to Fla. Stat. § 448.095, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors
  - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
  - (iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- C. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).
- D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- E. By signing below, the Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with § 448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance through the term of any Contract entered between the parties.

---

**Signature**

---

**Date**

# FEDERAL AWARD PROVISIONS

## **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)**

All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

### **1. 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 Part 60). (Applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

### **2. 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).

**3. 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).

**4. 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).

**5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

### **6. 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. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), 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).

**7. BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **8. RECOVERED MATERIALS Section 6002 (EPA) 40 CFR Part 247:**

For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

### **9. DEBARMENT AND SUSPENSION:**

Debarment and suspension are addressed under General Terms & Conditions paragraph 66.

### **10. ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDIES:**

If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

### **11. TERMINATIONS FOR CAUSE AND CONVENIENCE:**

Terminations for cause and for convenience are addressed under the General Terms & Conditions, paragraphs 60 & 61.

## FEDERAL AWARD PROVISIONS

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the United States Department of Agriculture (“USDA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

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

Provisions for records retention are addressed under the General Terms & Conditions, paragraph 72.

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

**14. BUY AMERICAN: (7 CFR Part 210.21 (d))**--Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

**15. ENERGY POLICY AND CONSERVATION ACT:**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**16. DISCOUNTS, REBATES & CREDITS (7 CFR Part 210.21 (f)(i)):** The awarded bidder shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the School District the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the School District.

### CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the Federal Emergency Management Agency (“FEMA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

**17. 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.

To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.

**18. DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**19. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

**20. NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

# BID SPECIFICATIONS

## SCOPE

The purpose and intent of this invitation to bid is to select a vendor to provide and deliver Palo Alto Network Web Filtering Firewall Equipment (PA-3430), for managing and monitoring of the district's network traffic flows, provide security, threat prevention, URL filtering and management, including service, technical support, subscription renewals, etc., and to secure firm, net, delivered pricing per the bid terms and conditions as specified herein.

**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.*

## 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, to allow for the Board approval of any/all renewals. The awarded vendor(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.

## 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**.

## 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 \$150,000/total, per year, 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.

## 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)
- Certification your company is registered to do business in the state of Florida (sunbiz.org print-out is acceptable)

## EVENT TIMELINES

- |                            |   |
|----------------------------|---|
| ➤ Posting of Bid Documents | January 4, 2023                             |
| ➤ Questions Deadline Date  | January 18, 2023 – 4:00 PM ET               |
| ➤ Due Date of Responses    | February 2, 2023 – no later than 2:00 PM ET |
| ➤ Tentative Board Approval | March 2023 (subject to change)              |

Dates above are subject to change to meet the needs of the district.

# BID SPECIFICATIONS

## AWARD

This bid will be awarded **ALL OR NONE** to the lowest and best responsive and responsible bidder meeting all terms, conditions and specifications as outlined and deemed to be able to serve in the best interest of the district. The district reserves the right to eliminate any item or items, from the award, if the district so chooses. Awarded vendors shall be able to perform all requirements stated in the bid.

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

## QUALIFICATIONS OF BIDDERS

All bidders must be able to prove that they are currently and appropriately licensed, if applicable to perform the requirements and services as requested in this bid. Bids will be considered only from vendors normally engaged in the provision of the goods and services specified herein and who have a minimum **five (5)** years' experience with similar projects, possess adequate plant, equipment, labor and supervisory personnel and adequate financial security to perform the requirements of this bid. Bidders shall have adequate financial security to perform the requirements of this bid. Bidders shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Hernando County School District. The school district reserves the right, before recommending any award, to inspect the facilities and organization; or to take any other action necessary to determine the bidders' ability to perform satisfactorily (request references); and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform the requirements of this bid.

## RECEIPT OF BIDS

Bids will be accepted on or until **2:00 PM** on the due date specified within the solicitation. Bids will be accepted if date/time stamped **2:00 PM** date/time stamps of **2:01 PM** 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, located at 8050 Mobley Road, Brooksville, FL 34601. No Other Time Clock Shall Apply.**

## 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.
3. If requested by the customer, the bidder must be prepared to provide a **free** demonstration of the equipment sold under this bid to acquaint the customer with its operation.
4. The successful bidder shall include the cost of installation when requested in the specifications. If the specification calls for assembly by the vendor, equipment shall be assembled either before or upon delivery. If equipment is assembled prior to delivery, the vendor must package merchandise appropriately and take all necessary precautions to avoid damage in transit. The recipient shall make every attempt to inspect merchandise upon delivery, if possible, and make note of any damage on the bill of lading. Damaged goods discovered after delivery personnel have left, shall be reported to the vendor within ten (10) calendar days of receipt for replacement or repair. When installation is complete, the vendor will be responsible to dispose of all packing materials, and to leave the site in a clean and orderly state.

## INSURANCE

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2M per occurrence or claim, \$2M aggregate.

# BID SPECIFICATIONS

## HOLIDAY BREAKS-SCHOOL YEAR 2022-2023

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	11/21/22	11/28/22	12/19/22	01/03/23	03/10/23	03/20/23
ADMIN. OFFICES	11/21/22	11/28/22	12/19/22	01/02/23	03/13/23	03/20/23

<u>Additional Dates/Holidays</u>				
	First Day of School (Students)	08/10/22	Presidents Day	02/20/23
	Labor Day	09/05/22	Long Weekend offices/schools closed	04/07/23
	Veterans Day	11/11/22	Memorial Day	05/29/23
	Martin Luther King Day	01/16/23	Last Day of School (Students)	05/31/23

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.*

## REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted determine if their use would be economically advantageous to the District.

# 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

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)*

**Approved as to form**

*Nancy McClain Alfonso*  
General Counsel, HCSB

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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

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

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

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

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

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

**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 REFERENCE FORM**

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

**Reference No.1**

**Reference No.2**

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

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

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Telephone Number**

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

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

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

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

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Contact Person**

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

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

**Reference No.3**

**Reference No.4**

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

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

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Telephone Number**

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

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

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

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

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Contact Person**

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

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

## **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 er 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

## **INSURANCE REQUIREMENTS FOR VENDOR(S)**

1. Vendor agrees to indemnify, defend and hold harmless the Hernando County School District, its current, former and future Board members, employees, volunteers and agents from and against any and all causes of actions, claims, personal injury claims, costs, fees and expenses of any kind arising out of or relating to the services/goods provided or work performed by the Vendor, its employees, agents, representatives, independent contractors, or assigns including, but not limited to, claims for personal injury, damage to property, including the loss of use thereof, and worker's compensation claims made by Vendor's employees, agents, representatives, or assigns.
2. Throughout the duration of this Agreement, and from the time that work first commences until completion of the work under this Agreement, Vendor, its agents and subcontractors shall purchase and maintain such insurance as will protect him from and the Owner (Hernando County School District, its current, former and future Board members, employees, volunteers and agents) from claims set forth below which may arise out of or result from the Vendor's execution of the Work, whether such execution of Work be by himself or by a Sub-Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.
3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or materially changed unless at least **thirty (30) days** written notice has been given to the Owner.
4. Vendor shall procure and maintain at his own expense, during the Contract Time, Insurance as hereinafter specified:
  - a. Commercial General Liability – with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
  - b. Commercial Automobile Liability - with limits of liability of not less than \$1,000,000.00 combined single limit each accident.
  - c. Worker's Compensation – Statutory limits, as required by Florida Statutes, Chapter 440, as well as Employer's Liability at \$1,000,000.00 per occurrence.
  - d. Professional Liability – with limits of liability of not less than \$1,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured.
  - e. Cyber Liability Insurance - with limits not less than \$2M per occurrence or claim, \$2M aggregate.
  - f. Technology Professional Liability Errors and Omissions Insurance - with limits not less than \$2M per occurrence or claim, \$2M aggregate.
5. The commercial automobile liability and commercial general liability coverage shall be written on an "occurrence" basis.
6. The commercial automobile liability coverage shall include coverage for owned, non-owned, and hired vehicles.
7. Coverage shall be placed with carriers who maintain an A.M. Best rating of at least A- or better with a financial rating of VII or better and who are authorized to do business in the state of Florida.
8. Professional Liability Insurance is to be maintained for the life of the contract/agreement, plus two years after completion.
9. Property Damage – with limits of liability of not less than \$1,000,000.00 per person; and \$2,000,000.00 per occurrence.
10. The Hernando County School District, its current, former and future Board members, employees, volunteers and agents shall be named as both an **"Additional Insured"** and **"Certificate Holder"** on all insurance policies by the vendor's, its agents' and subcontractors' policies. The additional insured coverage shall be primary and non-contributory, irrespective of any other insurance or self-insurance programs carried by the Hernando County School District.
11. If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract/Agreement, the same shall be deemed a material breach of contract. The Hernando County School District, at its sole option, may terminate this contract/agreement and obtain damages from Vendor resulting from said breach.

**Prior to the start of any work/services to be performed and upon request, Vendor, its agents and subcontractors shall provide the Hernando County School District with an insurance certificate evidencing their worker's compensation, commercial automobile liability, commercial general liability and professional liability coverage. In addition to the certificate of insurance required hereunder, the Vendor shall also provide copies of written endorsements that name the Hernando County School District, its current, former and future Board members, employees, volunteers and agents as additional insured.**

# **BID PROPOSAL FORM**

**Method of Award: All or None**

Item No.	Item Description	QTY	Unit Cost	Extended Cost
1.	Palo Alto Network PA-3430 * <b>NO SUBSTITUTES</b> * Mfg #PAN-PA-3430	2	\$	\$
2.	Premium Support PA-3430 Mfg #SVC-PREM-3430	Annual Renewal (2)	\$	\$
3.	Adv. Threat Prevention Subscription, Mfg #PAN-PA-3430-ATP-HA2	Annual Renewal (2)	\$	\$
4.	DNS Security Subscription PA-3430 for one device in HA pair MFG #PA-3430-DNS-HA2	Annual Renewal (2)	\$	\$
5.	Wildfire Subscription MFG #PA-3430-WF-HA2	Annual Renewal (2)	\$	\$
<b>TOTAL COST</b>				\$
Balance of Line Percentage (%) Discount off (-) Manufacturer's List Price of Items (if needed)				_____ %
Shipping & Handling Charges				\$

**Questionnaire:**

- 1. Have you read and do you understand the scope, requirements, and specifications within this solicitation?  Yes  No
- 2. Is your company registered to do business within the State of Florida?  Yes  No
- 3. Did you explain any exceptions to your pricing, discounts, shipping & handling charges, etc.?  Yes  No
- 4. Does your company accept payments with a Visa Card? \*  Yes  No

\* Any/all processing, handling, bank fees, etc. must be taken into consideration.  
No additional charges can be added to vendor invoices.

- 5. Anticipated delivery after receipt of order (ARO) \_\_\_\_\_ Days
- 6. Manufacturer's Warranty Information \_\_\_\_\_ Years

**Additional Information:** Please indicate any additional information or exceptions to your submittal and/or pricing. This information will be taken into consideration when reviewing all submittals, prior to making a recommendation for award.

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**Contact Information:**

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

In some instances, an addendum to a posted solicitation may be necessary. If so, it will be posted to Public Purchase. Before submitted your bid, please check the Public Purchase website ([www.publicpurchase.com](http://www.publicpurchase.com)) for any/all addendums posted.

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

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



## 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"/>	Invitation to Bid Form – <i>Completed and Signed</i>	1
<input type="checkbox"/>	Jessica Lunsford Act Compliance – <i>Initial and Date Bottom of Page</i>	3
<input type="checkbox"/>	E-Verify – <i>Sign and Date Bottom of Page</i>	14
<input type="checkbox"/>	Sunbiz Registration (State of Florida) – <i>Print out is acceptable</i>	17 & 25
<input type="checkbox"/>	Conflict of Interest – <i>Complete Appropriate Section</i>	20
<input type="checkbox"/>	Bidders Statement of Principal Place of Business – <i>Complete Appropriate Section</i>	21
<input type="checkbox"/>	List of Customer References – <i>Complete all Four (4) Sections</i>	22
<input type="checkbox"/>	Drug Free Workplace Certification Form (optional) – <i>Signature at Bottom of Page</i>	23
<input type="checkbox"/>	Insurance Certificate – <i>Initial and Date Bottom of Page</i> COI to include evidence of workers compensation coverage (See Page 24) <i>NOTE-It is the contractor's responsibility to see the district has on file current certificates and is NOT operating on expired certificates. Purchase Orders will not be issued to contractor's unless current certificates of insurance are on file.</i>	24
<input type="checkbox"/>	Visa Payments	25
<input type="checkbox"/>	Bid Proposal Form – <i>Complete Page</i>	25
<input type="checkbox"/>	Certificates of Warranty – <i>Provide Warranty Information</i>	25
<input type="checkbox"/>	Addendum(s) Acknowledgement to Solicitation (if applicable)	26
<b>*** IMPORTANT REMINDERS ***</b>		
Direct any and all questions pertaining to this solicitation using the Public Purchase website. Only the questions posted on Public Purchase will be addressed. Answers will posted to Public Purchase or an addendum issued if necessary. This will ensure all questions are documented and responses are available to all vendors.		
Prior to submitting your bid, check the Public Purchase website for any addenda that may have been issued pertaining to this solicitation. <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>		
Make sure your profile information including a valid email address is updated on Public Purchase to ensure receipt of email notifications from the Public Purchase system pertaining to bids, addendums and awards.		
Include a completed Request for Taxpayer Identification Number and Certification Form W-9 ( <i>New Vendors Doing Business With The School District For The First Time, OR If Your Company Has Had A Change of Address, Name, Etc.</i> ) <i>Please Remember To Upload A W9 To Your Public Purchase Profile After Completing Registration</i>		

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

**The items on the above checklist are required.**

**Any missing or incomplete pages may render your bid Non-Responsive**

The Hernando County School District reserves the right to waive any informalities or irregularities, reject any and all submittals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all submittals in whole or in part with or without cause; to re-advertise, to award in whole or in part to one or more bidders and to accept the submittal(s) which serves in the best interest of the District.

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

# LABEL

Please use the below label by cutting along the border and affixing to your sealed bid envelope to identify it as a “SEALED BID”. Be sure to complete the “Submitted By:” line with your company name.

SEALED BID

DO NOT OPEN

SEALED BID NO.: 23-206-24

BID TITLE Palo Alto Network Web Filtering Firewall  
Equipment & Service

DUE DATE/TIME: February 2, 2023, 2:00 PM ET

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

DELIVER TO: HERNANDO COUNTY SCHOOLS  
**Purchasing Department**  
8050 Mobley Road  
Brooksville, FL 34601

